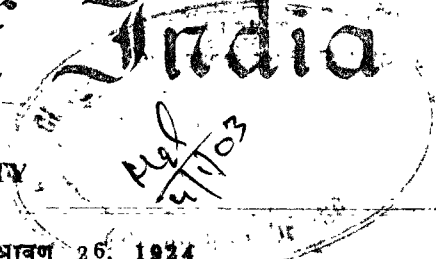




# भारत का राजपत्र The Gazette of India

प्रतिभार से प्रकाशित  
PUBLISHED BY AUTHORITY



सं० 33 ]  
No. 33 ]

नई दिल्ली, शनिवार, अगस्त 17, 2002/श्रावण 26, 1924  
NEW DELHI, SATURDAY, AUGUST 17, 2002/SRAVANA 26, 1924

इस भाग में सिमन पृष्ठ संख्या दी जाती है जिससे कि यह सलग संकलन के रूप में  
रखा जा सके

Separate paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक जर्नेस और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कामिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कामिक और प्रशिक्षण विभाग)  
नई दिल्ली, 6 अगस्त, 2002

3. श्री वाई. सी. शर्मा
4. श्री एस.के. फरहान
5. श्री सी. मोतीसागर

[सं. 225/17/2002—ए.वी.डी.-II]  
परमा नन्द, अवसर सचिव

MINISTRY OF PERSONNEL, PUBLIC  
GRIEVANCES AND PENSION  
(Department of Personnel and Training)

New Delhi, the 6th August, 2002

क.आ. 2596.—केन्द्रीय सरकार एतद्द्वारा बंड प्रक्रिया  
संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा  
24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते  
हुए, निम्नलिखित अधिवक्ताओं को बिचारण न्यायालयों में  
निदेशक, के.अ. ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष  
पुलिस स्थापना (के.अ. ब्यूरो) द्वारा छत्तीसगढ़ राज्य में  
संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित  
पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत  
अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के  
लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है:—

1. श्री एम. रियाज
2. श्री जे.के. शर्मा

S.O. 2596.—In exercise of the powers conferred  
by Sub-section (8) of Section 24 of the Code of  
Criminal Procedure, 1973 (Act No. 2 of 1974), the  
Central Government hereby appoints the following  
Advocates as Special Public Prosecutors for conduct-  
ing the prosecution of cases instituted by the Delhi  
Special Police Establishment (CBI) in the State of

Chhatisgarh as entrusted to them by the Director, Central Bureau of Investigation, in the Trial Courts and appeals/revisions or other matter arising out of these cases in revisional or appellate Courts established by law :—

1. Shri M. Riaz
2. Shri J. K. Sharma
3. Shri Y. C. Sharma
4. Shri S. K. Farhan
5. Shri C. Motisagar,

[No. 225/17/2002-AVD-II]  
PARMA NAND, Under Secy.

नई दिल्ली, 6 अगस्त, 2002

का.भा. 2597.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अधिवक्ताओं को विचारण न्यायालयों में निदेशक, के.अ. ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा आंध्र प्रदेश राज्य में विशाखापत्तनम में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

1. श्री के.सी. पथरुदु
2. श्रीमती चल्ला माशालक्ष्मी
3. श्री ए. वेणुगोपाल राव
4. श्रीमती वाई.के. प्रतिभा

[सं. 225/18/2002—ए.बी.डी.-II]  
परमा नन्द, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2597.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Andhra Pradesh at Visakhapatnam as entrusted to them by the Director, Central Bureau of Investigation, in the trial courts and appeals/revisions or other matter arising out of these cases in revisional or appellate Courts established by law :—

1. Shri K. C. Pathrudu
2. Smt. Challa Mashalaxmi
3. Shri A. Venugopal Rao
4. Smt. Y. K. Pratibha

[No. 225/18/2002-AVD-II]  
PARMA NAND, Under Secy.

नई दिल्ली, 6 अगस्त/2002

का.भा. 2598.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिवक्ताओं को विचारण न्यायालयों में निदेशक, के.अ. ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा पंजाब और हरियाणा राज्य और संघ राज्य क्षेत्र चण्डीगढ़ में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वश्री

1. एस. के. गुप्ता
2. ए. एन. बंसल
3. बलवंत सिंह
4. बी.डी. मिश्र
5. चन्द्र मोहन सहगल
6. तेजेन्द्र सिंह
7. जसबीर सिंह कोहली
8. तेजेन्द्र मोहन सिंह लिब्राइन
9. आर. एल. शर्मा
10. एस. के. सूद
11. यादवेन्द्र गुप्ता
12. अशोक शर्मा
13. रंजन मलहोत्रा
14. हरिन्द्र पाल सिंह वर्मा

[सं. 225/20/2002-ए.बी.डी.-II]

परमा नन्द, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2598.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Punjab, Haryana and Union Territory of Chandigarh as entrusted to them by the Director, Central Bureau of Investigation, in the trial Courts and appeals/revisions or other matter arising out of these cases in revisional or appellate Courts established by law :—

S/Shri

1. S. K. Gupta
2. A. N. Bansal
3. Balwant Singh

4. B. D. Mittal
5. Chander Mohan Sehgal
6. Tejinder Singh
7. Jasbir Singh Kohli
8. Tejinder Mohan Singh Liberhan
9. R. L. Sharma
10. S. K. Sood
11. Yadvinder Gupta
12. Ashok Sharma
13. Ranjan Molhotra
14. Harinder Pal Singh Verma.

[No. 225/20/2002-AVD-II]  
PARMA NAND, Under Secy.

नई दिल्ली, 6 अगस्त, 2002

का.आ. 2599.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 79 पीसीआर 2002 दिनांक 08-05-2002 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से सर्वश्री (1) अग्रहारा कृष्णामूर्ति, क्षेत्रीय सचिव, साहित्य अकादमी, बंगलौर (2) एस.पी. महालिंगेश्वर, सहायक संपादक, साहित्य अकादमी, बंगलौर (3) मैसर्स मिलियन एजेंसिज, नं. 164/6, प्रथम तल, सस्तनत बंगलौर (प्राइवेट फर्म) और किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता 1860 की धारा 120-बी और अप्रवाचन निवारण अधिनियम, 1988 की धारा 13(1)(डी) संपठित धारा 13(2) के अधीन अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों तथा उन्नीस संश्लेषण के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/47/2002-ए.वी.डी.-II]

परमा नन्द, अवसर सचिव

New Delhi, the 6th August, 2002

S.O. 2599.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD 79 PCR 2002 dt. 8-5-2002, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against S/Shri (1) Agrahara Krishnamurthy, Regional Secretary, Sahitya Akademi, Bangalore

(2) S. P. Mahalingeshwar, Assistant Editor, Sahitya Akademi, Bangalore (3) M/s. Million Agencies, No. 164/6, 1 Floor, Sultanate, Bangalore (Private firm) and any other public servants or persons under section 120-B of Indian Penal Code, 1860 and section 13(1)(d) read with 13(2) of Prevention of Corruption Act, 1988 and attempts, abettments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/47/2002-AVD-II]  
PARMA NAND, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आवेदन

नई दिल्ली, 15 जुलाई, 2004

(स्टाम्प)

का.आ. 2600.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भावास और शहरी विकास निगम लिमिटेड, नई दिल्ली को मात्र उन्नीस करोड़ छप्पन लाख-सोलह हजार रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त निगम द्वारा जारी किए जाने वाले निम्नलिखित रूप से वर्णित प्रोमिसरी नोटों के स्वरूप वाले बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है :—

(क) मात्र एक सौ छियसठ करोड़ पैंसठ लाख रुपये के समग्र मूल्य के 1 से 16665 तक की विशिष्ट संख्या वाले 10.30 प्रतिशत हुडको कराधेय बंधपत्र (एचबी XX-ए शृंखला) ;

(ख) मात्र छब्बीस करोड़ अस्सी लाख रुपये के समग्र मूल्य के 16666 से 19345 तक की विशिष्ट संख्या वाले 10.65 प्रतिशत हुडको कराधेय बंधपत्र (एचबी XX-बी शृंखला) ;

(ग) मात्र चार सौ चौबत्तीस करोड़ छः लाख रुपये के समग्र मूल्य के 19346 से 63751 तक की विशिष्ट संख्या वाले 11.15 प्रतिशत हुडको कराधेय बंधपत्र (एचबी XX-ग) ;

(घ) मात्र उनसठ करोड़ रुपये के समग्र मूल्य के 1 से 1180 तक की विशिष्ट संख्या वाले 9 प्रतिशत हुडको कराधेय बंधपत्र (एचबी XXII-ए शृंखला) ;

(ङ) मात्र तीन करोड़ रुपये के समग्र मूल्य के 1181 से 1240 तक की विशिष्ट संख्या वाले 9.75 प्रतिशत (हुडको कराधेय बंधपत्र (एचबी XXII-ग शृंखला) ;

## MINISTRY OF FINANCE

(Department of Revenue)

## ORDER

New Delhi, the 15th July, 2002

## (STAMPS)

S.O. 2600.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Housing and Urban Development Corporation Limited, New Delhi to pay consolidated stamp duty of rupees nineteen crore fifty six lakh sixteen thousand only chargeable on account of the stamp duty on bonds in the nature of promissory notes described as—

(ब) मात्र पन्द्रह करोड़ दस लाख रुपये के समग्र मूल्य के 1 से 302 तक विशिष्ट संख्या वाले 9.25 प्रतिशत हुडको कराधेय बंधपत्र (एच बी XXIII-ए शृंखला);

(छ) मात्र आठ करोड़ सत्तर लाख रुपये के समग्र मूल्य के 303 से 476 तक की विशिष्ट संख्या वाले 9.60 प्रतिशत हुडको कराधेय बंधपत्र (एच बी XXIII-बी शृंखला);

(ज) मात्र तीन सौ चौदह करोड़ पचपन लाख रुपये के समग्र मूल्य के 477 से 6767 तक की विशिष्ट संख्या वाले 10 प्रतिशत हुडको कराधेय बंधपत्र (एच बी XXIII-ग शृंखला);

(झ) मात्र सत्रह करोड़ पचासी लाख रुपये के समग्र मूल्य के 1 से 357 तक की विशिष्ट संख्या वाले 9.25 प्रतिशत हुडको कराधेय बंधपत्र (एच बी XXIV-ए शृंखला);

(ञ) मात्र अठ्ठावन करोड़ पैंतालिस लाख रुपये के समग्र मूल्य के 358 से 1526 तक की विशिष्ट संख्या वाले 9.60 प्रतिशत हुडको कराधेय बंधपत्र (एच बी XXIV-बी शृंखला);

(ट) मात्र पिनसत्तर करोड़ बीस लाख रुपये के समग्र मूल्य के 1527 से 3030 तक की विशिष्ट संख्या वाले 10 प्रतिशत हुडको कराधेय बंधपत्र (एच बी XXIV-ग शृंखला);

(ठ) मात्र उनहत्तर करोड़ रुपये के समग्र मूल्य के 1 से 6900 तक की विशिष्ट संख्या वाले 9.25 प्रतिशत हुडको कराधेय बंधपत्र (2002 एस डी-1 शृंखला);

(ड) मात्र पांच सौ करोड़ रुपये के समग्र मूल्य के 1 से 500 तक की विशिष्ट संख्या वाले 10.15 प्रतिशत हुडको कराधेय बंधपत्र (2002 एस डी-II शृंखला);

(ढ) मात्र तैंताली करोड़ पचास लाख रुपये के समग्र मूल्य के 1 से 870 तक की विशिष्ट संख्या वाले 8.00 प्रतिशत हुडको कर मुक्त बंधपत्र (जीपी एस.टी.एफ II-ए शृंखला);

(ण) मात्र पांच करोड़ पैंसठ लाख रुपये के समग्र मूल्य के 871 से 983 तक की विशिष्ट संख्या वाले 8.40 प्रतिशत हुडको कर मुक्त बंधपत्र (जीपी एस.टी.एफ. II बी शृंखला); और

(त) मात्र एक सौ अठ्तालिस करोड़ पैंसठ लाख रुपये के समग्र मूल्य के 984 से 3956 तक की विशिष्ट संख्या वाले 9 प्रतिशत हुडको कर मुक्त बंधपत्र (जीपीएसटीएफ-II-ग शृंखला)।

[सं. 38-2002 स्टाम्प का.सं. 33/54/2002-वि. क.]

आर. जी. छाबड़ा, अवर सचिव

(a) 10.30% HUDCO Taxable Bonds (HB XX-A Series) bearing distinctive numbers from 1 to 16665 aggregating to rupees one hundred sixty six crore sixty five lakh only;

(b) 10.65% HUDCO Taxable Bonds (HB XX-B Series) bearing distinctive numbers from 16666 to 19345 aggregating to rupees twenty six crore eighty lakh only;

(c) 11.15% HUDCO Taxable Bonds (HB XX-C Series) bearing distinctive numbers from 19346 to 63751 aggregating to rupees four hundred forty four crore six lakh only;

(d) 9% HUDCO Taxable Bonds (HB XXH-A Series) bearing distinctive numbers from 1 to 1180 aggregating to rupees fifty nine crore only;

(e) 9.75% HUDCO Taxable Bonds (HB XXH-C Series) bearing distinctive numbers from 1181 to 1240 aggregating to rupees three crore only;

(f) 9.25% HUDCO Taxable Bonds (HB XXII-A Series) bearing distinctive numbers from 1 to 302 aggregating to rupees fifteen crore ten lakh only;

(g) 9.60% HUDCO Taxable Bonds (HB XXIII-B Series) bearing distinctive numbers from 303 to 476 aggregating to rupees eight crore seventy lakh only;

(h) 10% HUDCO Taxable Bonds (HB XXIII-C Series) bearing distinctive numbers from 477 to 6767 aggregating to rupees three hundred fourteen crore fifty five lakh only;

(i) 9.25% HUDCO Taxable Bonds (HB XXIV-A Series) bearing distinctive numbers from 358 to 1526 aggregating to rupees seventeen crore eighty five lakh only;

(j) 9.60% HUDCO Taxable Bonds (HB XXIV-B Series) bearing distinctive numbers from 358 to 1526 aggregating to rupees fifty eight crore forty five lakh only;

(k) 10% HUDCO Taxable Bonds (HB XXIV-C Series) bearing distinctive numbers from 1527 to 3030 aggregating to rupees seventy five crore twenty lakh only;

(l) 9.25% HUDCO Taxable Bonds (2002 SD-I Series) bearing distinctive numbers from 1 to 6900 aggregating to rupees sixty nine crore only;

(m) 10.15% HUDCO Taxable Bonds (2002 SD-II Series) bearing distinctive numbers from 1 to 500 aggregating to rupees five hundred crore only;

(n) 8.00% HUDCO Tax-free Bonds (GPSTF-II-A Series) bearing distinctive numbers from 1 to 870 aggregating to rupees forty three crore fifty lakh only;

(o) 8.40% HUDCO Tax-free Bonds (GPSTF-II-B Series) bearing distinctive numbers from 871 to 983 aggregating to rupees five crore sixty five lakh only; and



- (p) 9% HUDCO Tax-free Bonds (GPSF-II-C Series) bearing distinctive numbers from 984 to 3956, aggregating to rupees one hundred forty eight crore sixty five lakh only,

to be issued by the said Corporation.

[No. 38/2002-STAMP F. No. 33/54/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 8 अगस्त, 2002

का.आ. 2601.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उपधारा के अधीन आदेश फाइल सं. 673/26/2002-सी.यू.-एस.-VIII, दिनांक 14-06-2002 को जारी किया और यह निर्देश दिया कि श्री हरीश कुमार सुपुत्र श्री आर. के. महन्त, निवासी आर.जे. 85, भवानी कुंज, पॉकेट डी.-II के पीछे, बसन्त कुंज, नई दिल्ली, को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा.सं. 673/26/2002-सी.यू.एस.-VIII]

एस.सी. गुप्ता, उप सचिव (कोफेपोसा)

## ORDER

New Delhi, the 8th August, 2002

S.O. 2601.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/26/2002-Cus. VIII, dated 14-6-2002 under the said sub-section directing that Shri Harish Kumar S/o Shri R. K. Mahant, R/o RZ 85, Bhawani Kunj, Behind Pocket D II, Vasant Kunj, New Delhi, be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from smuggling goods in future,

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of Sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/26/2002-Cus. VIII]

S. C. GUPTA, Dy. Secy. (COFEPOSA)

आदेश

नई दिल्ली, 8 अगस्त, 2002

का.आ. 2602.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उपधारा के अधीन आदेश फाइल सं. 673/27/2002-सी.यू.एस.-VIII दिनांक 28-06-2002 को जारी किया और यह निर्देश दिया कि श्रीमती रेणु महन्त, पत्नी श्री हरीश कुमार, निवासी आर.जे. 85, भवानी कुंज, पॉकेट डी. II के पीछे, बसन्त कुंज, नई दिल्ली, को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखी जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा.सं. 673/27/2002-सी.यू.एस. VIII]

एस.सी. गुप्ता, उप सचिव (कोफेपोसा)

## ORDER

New Delhi, the 8th August, 2002

S.O. 2602.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/27/2002-Cus. VIII, dated 28-6-2002 under the said sub-section directing that Smt. Renu Mahant, W/o Shri Harish Kumar, R/o RZ 85, Bhawani Kunj, Behind Pocket D II, Vasant Kunj, New Delhi be detained and kept in custody in the Central Jail,

Tihar, New Delhi with a view to preventing her from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/27/2002-Cus. VIII]

S. C. GUPTA; Dy. Secy. (COFFEPOSA)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 30 जुलाई, 2002

का.आ. 2603.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003, 2003-2004 और 2004-2005 के लिए नीचे पैरा 3 में उल्लिखित उद्यमों/औद्योगिक उपक्रम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

(i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के उपबन्धों के अनुरूप होगा और उनका अनुपालन करेगा,

(ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम :—

(क) अवसरवत्समक सुविधा को जारी रखना बंद कर देता है, और

(ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 28 के उप नियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा

(ग) आयकर नियमावली, 1962 के नियम 28 के उप नियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम है :

मैसर्स समालपत्ती पावर कम्पनी लि. श्रेयस विराट सं. 14, प्रथम तल, तीसरा क्रॉस रोड, राजा अन्नामलाईपुरम, चेन्नई-600028 को तमिलनाडु राज्य में समालपत्ती पर अपनी

7 × 15.094 मेगावाट (105.66 मेगावाट) की अपनी परियोजना के लिए (फा.सं. 205/52/98-आ.क.नि.-II, खण्ड-I)

[अधिसूचना सं. 192/2002/फा.सं. 205/52/98-आ.क.नि.-II खण्ड-I]

संगीता गुप्ता; निदेशक (आ.क.नि.-II)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 30th July, 2002

S.O. 2603.—It is notified for general information that enterprise, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that :—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise approved is M/s. Samalpatti Power Company Ltd. Sreyas Virat, No. 14, 1st Floor, 3rd Cross Road, Raja Annamalaiapuram, Chennai-600028 for their project of 7 × 15.094 MW (105.66 MW) at Samalpatti in the State of Tamil Nadu (F. No. 205/52/98/ITA.II-Vol. I).

[Notification No. 192/2002/F. No. 205/52/98/ITA.II Vol. I]

SANGEETA GUPTA, Director (ITA.II)

नई दिल्ली, 1 अगस्त, 2002

का.आ. 2604.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003, 2003-2004 और 2004-2005 के लिए नीचे पैरा 3 में उल्लिखित उपक्रम को अनुमोदित करती है :—

2. यह अनुमोदन इस शर्त के अधीन है कि :—

(i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के उपबन्धों के अनुरूप होगा और उनका अनुपालन करेगा;

(ii) केंद्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/प्रयोगिक उपक्रम :—

(क) अवसंरचनात्मक सुविधा को जारी रखना बंद कर देता है, और

(ख) खाताबहियों को रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2E के उप नियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखापरीक्षा नहीं कराता है, अथवा

(ग) आयकर नियमावली, 1962 के नियम 2E के उप नियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम है :—मैसर्स नावा शेवा इंटरनेशनल कंटेनर टर्मिनल लि. मुम्बई को नवी मुम्बई स्थित एक नई 600क्वे लेंथ कंटेनर टर्मिनल के निर्माण की परियोजना के लिए।

[अधिसूचना सं. 196/2002 (फा.सं. 205/53/2001-  
आयकर नि.-II)]  
संगीता गुप्ता निदेशक

New Delhi, the 1st August, 2002

S.O. 2604.—It is notified for general information that enterprise, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that :—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise approved is—M/s. Nhava Sheva International Container Terminal Ltd., Mumbai for their project of construction of a new 600 quay length container terminal at Navi Mumbai.

[Notification No. 196/2002 (F. No. 205/  
53/2001-ITA-II)]

SANGEETA GUPTA, Director

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 7 अगस्त, 2002

का.अ. 2605.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री एस. नारायण, वित्त सचिव, वित्त मंत्रालय, नई दिल्ली को तत्काल प्रभाव से अगले आदेश होने तक श्री सी.एम. वासुदेव के स्थान पर भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में निदेशक के रूप में नामित करती है।

[फा.सं. 9/3/2002-बी.ओ.-I]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 7th August, 2002

S.O. 2605.—In exercise of the powers conferred by clause (d) of sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934) the Central Government, hereby nominates Shri S. Narayan, Finance Secretary, Ministry of Finance, New Delhi as a Director on the Central Board of the Reserve Bank of India with immediate effect and until further orders vice Shri C. M. Vasudev.

[F. No. 9/3/2002-B.O.I.]

RAMESH CHAND, Under Secy.

(बीमा प्रभाग)

नई दिल्ली, 6 अगस्त, 2002

का.अ. 2606.—केन्द्रीय सरकार भारतीय जीवन जीनियम अधिनियम, 1956 (31 का 1956) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये श्री डी.सी. गुप्ता, सचिव (बैंकिंग एवं बीमा) आर्थिक कार्य विभाग, वित्त मंत्रालय को श्री एस. के. पुरकायस्थ, के. स्थान पर उक्त निगम के सदस्य के रूप में तत्काल प्रभाव से अग्रिम आदेश तक के लिए नियुक्त करती है।

[फा.सं. 15(6)/2001-बीमा-5]

जी. भुजबल, निदेशक

(Insurance Division)

New Delhi, the 6th August, 2002

S.O. 2606.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri D. C. Gupta, Secretary (Banking & Insurance), Department of Economic Affairs, Ministry of Finance as Member of the said Corporation vice Shri S. K. Purkayastha with immediate effect till further order.

[F. No. 15/6/2001-Ins. V]

G. BHUJABAL, Director

विदेश मंत्रालय

(सी. पी. वी. प्रभाग)

नई दिल्ली, 30 जुलाई, 2002

का.आ. 2607:—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतवास बर्लिन में श्री नीलरत्न मिश्रा सहायक को 4-3-2002 से सहायक कौंसली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी.-4330/1/2002]

योगेश नारंग, उप सचिव (कामचलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 30th July, 2002

S.O. 2607:—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Nilratan Mridha, Asst. in the Embassy of India, Berlin to perform the duties of Assistant Consular Officer with effect from 4-3-2002.

[No. T-4330/1/2002]

Y. C. NARANG, Dy. Secy. (Cons.)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 5 अगस्त, 2002

का.आ. 2608:—नियति (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 3 के साथ पठित नियति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार दिनांक 31 मार्च, 2002 के का.आ. 322(अ) [और दिनांक 19 सितम्बर, 2000 के का.आ. 841(अ) तथा दिनांक 13 अगस्त, 2001 के का.आ. 778(अ) अधिसूचनाओं द्वारा संशोधित] की अधिसूचना के द्वारा स्थापित परिषद् की अवधि एतद्वारा दिनांक 9 जुलाई, 2002 तक बढ़ाती है।

[फा० सं. 3/5/2002-ई.आई. एण्ड ई.पी.]

राज सिंह, उप सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 5th August, 2002

S.O. 2608:—In exercise of the powers conferred by Section 3 of the Export (Quality Control and

Inspection) Act, 1963 (22 of 1963), read with rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby extends the life of the Council as constituted in notification S.O. 322(E) dated 31st March, 2000 [and amended vide notification S.O. 841(E) dated 19th September, 2000 and S.O. 778(E) dated 13th August, 2001] upto 9th July, 2002.

[F. No. 3/5/2002-EI&amp;EP]

RAJ SINGH, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 5 अगस्त, 2002

का.आ. 2609:—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) खण्ड (ख) के अनुसरण में डा. एच.एन. कपूर, प्रिंसिपल, इंदिरा गांधी मेडिकल कालेज को हिमाचल प्रदेश विश्व-विद्यालय, शिमला की सीनेट द्वारा 22 फरवरी, 2002 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब केन्द्र सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्ध के अनुसरण में तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना सं. का.आ. 138 में एतद्वारा निम्नलिखित और संशोधन करती है अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अन्तर्गत क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रविष्टियों को जाएंगी अर्थात्:—

47. डा. एच.एन. कपूर, हिमाचल प्रदेश विश्व-विद्यालय  
प्रिंसिपल,  
इंदिरा गांधी मेडिकल कालेज  
शिमला-1

[संख्या बी.-11013/2/2002-एम. ई. (नो. 1)]

पी.जी. कलाधरण, अवर सचिव

पाठ टिप्पण:—मूल अधिसूचना भारत के राजपत्र में दिनांक 9-1-1960 की का.आ. संख्या 138 के तहत प्रकाशित हुई थी।

**MINISTRY OF HEALTH AND FAMILY  
WELFARE**

(Department of Health)

New Delhi, the 5th August, 2002

S.O. 2609.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. H. L. Kapoor, Principal, Indira Gandhi Medical College, Shimla has been elected by the Court of Himachal Pradesh University to be a member of the Medical Council of India with effect from 22nd February, 2002.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading 'Elected under clause (b) of sub-section (1) of section 3, for serial number 47 and the entries relating thereto the following entry shall be substituted, namely :—

“47. Dr. H. L. Kapoor, Himachal Pradesh  
Principal, University”  
Indira Gandhi Medical College,  
Shimla-1.

[No. V-11013/2/2002/ME(Policy-I)]  
P. G. KALADHARAN, Under Secy.

Foot Note.—The Principal notification was published in the Gazette of India, vide S.O. 138 dated 9-1-1960.

नई दिल्ली, 5 अगस्त, 2002

का.आ. 2610:—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) खण्ड (ख) के अनुसरण में प्रो. के.एम. सिंह, प्रिंसिपल के.जी. मेडिकल कालेज, लखनऊ को लखनऊ विश्वविद्यालय, लखनऊ की कोर्ट द्वारा 28 अप्रैल, 2002 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब केन्द्र सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्ध के अनुसरण में तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना सं. का.आ. 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

2448 GI/2002—2.

उक्त अधिसूचना में धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित शीर्षक के अन्तर्गत क्रम संख्या 25 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात् :—

“25. प्रो. के.एम. सिंह, लखनऊ विश्वविद्यालय”

प्रिंसिपल,

के.जी. मेडिकल कालेज

लखनऊ (उत्तर देश)

[सं. वी.-11013/2/2002-एम.ई. (नोति-I)]

पी.जी. कलाधरण, अवर सचिव

पाद टिप्पण :—मूल अधिसूचना भारत के राजपत्र में दिनांक 9-1-1960 की का.आ. संख्या 138 के तहत प्रकाशित हुई थी।

New Delhi, the 5th August, 2002

S.O. 2610.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Prof. K. M. Singh, Principal, K. G's Medical College, Lucknow, Lucknow University has been elected by the Court of the Lucknow University to be a member of the Medical Council of India with effect from 28th April, 2002.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading 'Elected under clause(b) of sub-section(1) of section 3', for serial number 25 and the entries relating thereto the the following entries shall be substituted, namely :—

“25. Prof. K. M. Singh, Lucknow University”  
Principal,  
K. G's Medical College,  
Lucknow(U.P.).

[No. V-11013/2/2002/ME(Policy-I)]

P. G. KALADHARAN, Under Secy.

Foot Note.—The Principal notification was published in the Gazette of India, vide S.O. 138 dated 9-1-1960.

नई दिल्ली, 9 अगस्त, 2002

का.आ.2611.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-I में क्रम संख्या 47 और उसमें संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

47. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलौर।	दंत शल्य चिकित्सा स्नातक आर.वी.दंत कालेज, बंगलौर के बी.डी.एस. छात्रों के संबंध में उक्त दंत अर्हता तभी मान्यता प्राप्त अर्हता होगी यदि यह 31-12-2001 को या उसके बाद प्रदान की गई हो।	बी. डी. एस. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलौर।
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[सं. वी. 12018/30/2001—पी.एम.एस.]

एस. के. राव, निदेशक (चि.शि.)

New Delhi, the 9th August, 2002

S. O. 2611.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 47, and the entries relating thereto, the following entries shall be added, namely :—

47. Rajiv Gandhi University of Health Sciences, Bangalore	Bachelor of Dental Surgery BDS The dental qualification shall be recognized qualifications in respect of BDS students of R. V. Dental College, Bangalore when granted on or after 31st December, 2001.	Rajiv Gandhi University of Health Sciences, Bangalore.
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[No. V. 12018/30/2001-PMS]

S. K. RAO, Director (ME)

नई दिल्ली, 9 अगस्त, 2002

का.आ.2612.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-I में क्रम संख्या 17 और उसमें संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

17. बंगलौर विश्वविद्यालय, बंगलौर।	दंत शल्य चिकित्सा स्नातक आर.वी.दंत कालेज, बंगलौर के बी.डी.एस. छात्रों के संबंध में उक्त दंत अर्हता तभी मान्यता प्राप्त अर्हता होगी यदि यह 24 सितम्बर, 1996 को या उसके बाद प्रदान की गई हो।	बी.डी.एस. बंगलौर विश्वविद्यालय, बंगलौर
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[सं. वी. 12018/30/2001—पी.एम.एस.]

एस. के. राव, निदेशक (चि.शि.)

New Delhi, the 9th August, 2002

S. O. 2612.—In exercise of the power conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 17, and the entries relating thereto, the following entries shall be added, namely :—

17. Bangalore University, Bangalore	Bachelor of Dental Surgery	BDS
	The dental qualification shall be	Bangalore University, Bangalore.
	recognized qualifications in respect	
	of BDS students of R. V. Dental	
	College, Bangalore when granted	
	on or after 24th September, 1996.	

[No. V. 12018/30/2001-PMS]

S. K. RAO, Director (ME)

पोत परिवहन मंत्रालय

नई दिल्ली, 6 अगस्त, 2002

का.आ. 2613.—भारत सरकार, निम्नलिखित कार्यालय को, जहाँ 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है और जो इस मंत्रालय के प्रशासनिक नियंत्रण में है, राजभाषा (संघ के सरकारी उद्देश्य के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के तहत अधिसूचित करती है :—

भारतीय अंतर्देशीय जलमार्ग प्राधिकरण,  
विस्कोमॉन भवन, 5वां तल,  
पश्चिमी गांधी मैदान,  
पटना-800001.

[का.सं.ई.-11011/1/2000-हिन्दी]

एम. रामचन्द्रन, संयुक्त सचिव

MINISTRY OF SHIPPING

New Delhi, the 6th August, 2002

S.O. 2613.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for the official purpose of the Union) Rule, 1976, the Government

of India hereby notified the following office under the administrative control of the Ministry of Shipping where more than 80 per cent of staff have acquired working knowledge in Hindi :—

Inland Waterways Authority of India  
Viscomon Bhawan, 5th Floor,  
Paschimi Gandhi Maidan,  
Patna-800 001.

[F. No. E-11011/1/2000-Hindi]

M. RAMACHANDRAN, Jt. Secy.

पर्यटन और संस्कृति मंत्रालय

(संस्कृति विभाग)

नई दिल्ली 29 जुलाई, 2002

का.आ. 2614.—सार्वजनिक परिसर (अनधिकृत अधि-भोगी की बेदखली) अधिनियम, 1971 (1971 का 40), की धारा 3 के तहत प्रदत्त अधिकार का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त अधिनियम के प्रयोजन हेतु नीचे दी गई तालिका के कालम (दो) में उल्लिखित अधिकारी को भारत सरकार के राजपत्रित अधिकारी होने के कारण सम्पदा अधिकारी के रूप में एतद्वारा नियुक्त करती है और आगे निर्देश देती है कि उक्त अधिकारी, प्रदत्त अधिकार का प्रयोग

करना तथा उक्त तालिका के स्तम्भ (3) में निर्दिष्ट सार्वजनिक परिसर के संदर्भ में, उक्त अधिनियम के द्वारा अथवा अधीन, क्षेत्राधिकार की सीमा में, संपदा अधिकारी को सौंपे गये कार्यों को करेगा।

### तालिका

क्र.सं. अधिकारी का पद	सार्वजनिक परिसर की श्रेणी तथा क्षेत्राधिकार की स्थानीय सीमा
1. श्री के. फणीन्द्र रेड्डी, निदेशक, दक्षिण अंचल सांस्कृतिक केन्द्र, तंजावुर (तमिल-नाडु)	चेन्नई तथा तमिलनाडु के चिंगलेपुट जिले में स्थित कलाक्षेत्र प्रतिष्ठान के प्रशासनिक नियंत्रण के अधीन सभी भवन और सम्पत्ति।

[सं. 3-19/002-एम.पी.सी.सी.]

रमेश चंद, अवर सचिव

### MINISTRY OF TOURISM AND CULTURE

(Department of Culture)

New Delhi, the 29th July, 2002

S.O. 2614.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (2) of the Table below being a Gazetted Officer of the Government of India to be Estate Officer for the purpose of the said Act, and further directs that the said officer shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act, within the limits of jurisdiction, in respect of the Public Premises specified in column (3) of the said Table.

### TABLE

S. No.	Designation of the officer	Categories of Public Premises and local limits of jurisdiction
1.	Sh. K. Phanindra Reddy, Director, South Zone Cultural Centre, the administrative Thanjavur (T. N.)	All buildings and properties under control of Kala-kshetra Foundation located in Chennai and Chingleput Districts of Tamil Nadu.

[No. 3-19/002-MPCC]

RAMESH CHAND, Under Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

नई दिल्ली, 8 अगस्त, 2002

का.आ. 2615:—राजभाषा नियम (संघ के शासकीय प्रयोजनों के लिए प्रयोग), 1976 के नियम-10 के उप-नियम (4) के अनुसरण में केन्द्र सरकार डाक विभाग के निम्नलिखित अधीनस्थ कार्यालय को, जिसके 80 प्रतिशत कर्मचारियों (गुप 'घ' कर्मचारियों को छोड़कर) ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:

1. जामनगर प्रधान डाक घर,  
जामनगर-361001.

[संख्या 11018-1/2001-रा.भा.]

अशोक कुमार सचदेव, उप निदेशक (राजभाषा)

### MINISTRY OF COMMUNICATIONS AND IT

(Department of Posts)

New Delhi, the 8th August, 2002

S.O. 2615.—In pursuance of Rule 10(4) of the Official Language (Use For Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following subordinate office of the Department of Posts where 80 per cent staff has acquired the working knowledge of Hindi :

1. Jamnagar Head Post Office,  
Jamnagar-361 001.

[No. 11018-1/2001-OL]

A. K. SACHDEV, Dy. Director(O.L.)



**कोयला और खान मंत्रालय****(कोयला विभाग)**

नई दिल्ली, 7 अगस्त, 2002

का०: का.आ. 2616.— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957(1957 का 20)(जिसे इसमें इसके पश्चात, उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (i) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की, अधिसूचना सं० का० आ० 599 तारीख 12 मार्च 2001 जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 24 मार्च 2001 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दी है ;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और मध्यप्रदेश सरकार से परामर्श करने के पश्चात यह समाधान हो गया है कि -

(क) इससे संलग्न अनुसूची "क" में यथावर्णित 144.533 हेक्टर (लगभग) या 357.14 एकड़ (लगभग) माप वाली भूमि; और,

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 245.610 हेक्टर (लगभग) या 606.90 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, वेधन करने, उनकी खुदाई और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाने चाहिए ;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि,

(क) अनुसूची "क" में यथावर्णित 144.53 हेक्टर (लगभग) या 357.14 एकड़ (लगभग) माप वाली भूमि, और;

(ख) अनुसूची "ख" में वर्णित 245.610 हेक्टर (लगभग) या 606.90 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, वेधन करने उनकी खुदाई और तलाश करने, प्राप्त करने उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं ।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं० एस.ई.सी.एल./ बी.एस.पी./ जी.एम./ पी.एल.जी./भूमि 259 तारीख 3 दिसम्बर, 2001 का निरीक्षण कलेक्टर, उमरिया (मध्यप्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सीपत रोड़, बिलासपुर- 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

**अनुसूची "क"**  
**कंचन ब्लाक**  
**जोहिला क्षेत्र**  
**जिला- उमरिया (मध्यप्रदेश)**

**सभी अधिकार**

क्रम संख्या	ग्राम का नाम	साधारण	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1	लहंगी कोठार	संख्या 658	बांधवगढ़	उमरिया	32.799	भाग
2	करनपुरा	85	बांधवगढ़	उमरिया	00.433	भाग
3	छुईहाई	246	बांधवगढ़	उमरिया	61.807	भाग
4	धनबाही	351	बांधवगढ़	उमरिया	49.494	भाग

कुल 144.533 हेक्टर (लगभग) या 357.14 एकड़ (लगभग)

**1. ग्राम लहंगी कोठार (भाग) में अर्जित किए गये प्लॉट संख्यांक : -**

13, (भाग) 14, (भाग) 17, (भाग) 18, 19 (भाग), 20, (भाग), 21, 22, 23 (भाग), 24 (भाग), 25, 26, 27, 28, 29, 30 (भाग), 31, 32, 33 (भाग), 34 (भाग) 34 (भाग), 35 (भाग), 36, 37 (भाग), 38 (भाग), 39 (भाग), 45 (भाग), 46 (भाग), 47 (भाग), 48 (भाग), 49 (भाग), 50, 51 (भाग), 52 (भाग), 56 (भाग), 57 (भाग), 58, 59 (भाग), 60 (भाग), 161 (भाग), 162 (भाग), 176 (भाग), 179 (भाग), 180 (भाग), 181 (भाग), 182 (भाग), 183 (भाग), 196 (भाग), 216 (भाग), 218 (भाग), 221 (भाग), 222 (भाग), 239 (भाग), 240 (भाग), 241 (भाग), 242 (भाग), 244 (भाग), 276 (भाग),

**2. ग्राम करनपुरा (भाग) में अर्जित किए गये प्लॉट संख्यांक : -**

1 (भाग), 2 (भाग), 4 (भाग)

**3. ग्राम छुईहाई (भाग) में अर्जित किए गये प्लॉट संख्यांक : -**

1 (भाग), 2 (भाग), 11 (भाग), 12 (भाग), 13 (भाग), 14 (भाग), 17 (भाग), 18 (भाग), 19 से 53, 54 (भाग), 55, 56 (भाग), 57, 58, 59 (भाग), 60 (भाग), 66 (भाग), 70 (भाग), 71, 72, 73 (भाग), 74, 75, 76 (भाग), 77, 78, 79, 80, 81, 82, 83 (भाग), 84, 85 (भाग), 86 (भाग), 91 (भाग),

**4. ग्राम धनबाही (भाग) में अर्जित किए गये प्लॉट संख्यांक :-**

37 (भाग), 39 (भाग), 40 (भाग), 41, 42 (भाग), 43 (भाग), 60 (भाग), 61 (भाग), 62 से 65, 66 (भाग), 67 (भाग), 68, 69 (भाग), 70 (भाग), 155 (भाग), 156, 158, 1 (भाग), 160, 161, 157/ 162, 159/ 163, 155/170 (भाग),

**सीमा वर्णन**

ग-घ रेखा बिन्दु "ग" से ग्राम करनपुरा- डगडवों की सम्मिलित सीमा पर आरंभ होती है और ग्राम करनपुरा प्लॉट संख्या 1, 2, 4 से होकर जाती है और फिर लहंगी कोठार ग्राम में प्रवेश करती

है । प्लाट संख्या 276, 161, 162, 183, 182, 181, 180, 179, 196, 242, 241, 240 से होकर ग्राम लहंगी कोठार के प्लाट संख्या 218, 216, 221, 222 से होकर प्लाट सं. 239 की उत्तरी सीमा ग्राम छुईहाई में प्रवेश करती है और प्लाट संख्या 91, 86 से होकर बिन्दु "घ" पर मिलती है ।

घ-ड. रेखा ग्राम छुईहाई के प्लाट संख्या 86, 91 से होती हुई ग्राम लहंगी कोठार के प्लाट 222, 33 से होकर जाती है और बिन्दु "ड" पर मिलती है ।

ड.-घ रेखा ग्राम लहंगी कोठार के प्लाट संख्या 33, 34, 35, 37, 38, 37, 39, 30, 47, 46, 45, 48, 49, 51, 52, 56 से होकर जाती है और बिन्दु "ज" पर मिलती है ।

घ-छ रेखा ग्राम लहंगी कोठार के प्लाट संख्या 56, 52, 57, 60 से होकर जाती है और फिर प्लाट संख्या 61 की पश्चिम सीमा के साथ जाती है और फिर प्लाट संख्या 59 से बिन्दु "छ" पर मिलती है ।

छ-ज रेखा ग्राम लहंगी कोठार के प्लाट संख्या 59, 13, 14 प्लाट संख्या 21, की उत्तरी सीमा फिर प्लाट संख्या 20, 24, 20, 19, 17 से होती हुई ग्राम छुईहाई में प्रवेश करती है और प्लाट संख्या 73, 70, 76, 66 से होकर जाती है फिर प्लाट संख्या 62, 61 की दक्षिणी सीमा प्लाट संख्या 60, 59, 56, 54 से होती हुई फिर प्लाट संख्या 155, 155/ 170, 159, 70, 159, 69, 67, 66, 67, 66, 39, 37 से होती हुई ग्राम धनबाही में प्रवेश करती है और बिन्दु "ज" पर मिलती है ।

ज-झ रेखा ग्राम धनबाही के प्लाट संख्या 37, 40, 42, 43, 61, 60 से होती हुई बिन्दु "झ" पर मिलती है ।

झ-ञ रेखा ग्राम धनबाही के प्लाट संख्या 60 से होती हुई बिन्दु "ञ" पर मिलती है ।

ञ-ट रेखा ग्राम धनबाही के प्लाट संख्या 159 से होती हुई ग्राम छुईहाई में प्रवेश करती है और प्लाट संख्या 1, 2 से होती हुई बिन्दु "ट" पर मिलती है ।

ट-ड-ढ-ण रेखा ग्राम छुईहाई के प्लाट संख्या 11, 12, 13, 14, 18, 14, 18, 17, 83, 85 से होती हुई बिन्दु "ण" पर मिलती है ।

ण-त रेखा ग्राम छुईहाई के प्लाट संख्या 91 से होती हुई ग्राम लहंगी कोठार में प्रवेश करती है और प्लाट संख्या 222, 221, 216, 218, 239, 240, 241, 242, 244, 176, 196, 179, 180, 181, 182, 183, 161, 276 से होती हुई ग्राम करनपुरा में प्रवेश करती है फिर प्लाट संख्या 4, 2, 1 से होती हुई बिन्दु "त" पर मिलती है ।

त- रेखा लहंगी नाला की पूर्वी सीमा से होती हुई आरंभिक बिन्दु "ग" पर मिलती है ।

**अनुसूची “ख”**  
**कंचन ब्लाक**  
**जोहिला क्षेत्र**  
**जिला- उमरिया (मध्यप्रदेश)**

**खनन अधिकार**

क्रम संख्या	ग्राम का नाम	साधारण संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1	घुलघुली	201	बांधवगढ़	उमरिया	35.541	भाग
2	नौसेमर	380	बांधवगढ़	उमरिया	31.483	भाग
3	लहंगी कोठार	658	बांधवगढ़	उमरिया	116.244	भाग
4	करनपुरा	085	बांधवगढ़	उमरिया	01.490	भाग
5	छुईहाई	246	बांधवगढ़	उमरिया	7.580	भाग
6	धनबाही	351	बांधवगढ़	उमरिया	53.272	भाग

योग : 245.610 हेक्टर (लगभग) या 606.90 एकड़ (लगभग)

**1. ग्राम घुलघुली (भाग) में अर्जित किए गए प्लॉट संख्यांक :**

9 (भाग), 10 (भाग), 11 (भाग), 12 (भाग), 13 से 18, 19 (भाग), 20 (भाग), 28 (भाग), 29, 30 (भाग), 33 (भाग), 34 से 74, 75 (भाग), 76 से 102, 28 / 103, 42 / 104, 43 / 105, 43 / 106, 16 / 107

**2. ग्राम नौसेमर (भाग) में अर्जित किए गए प्लॉट संख्यांक :-**

1 (भाग), 2 से 6, 13 (भाग), 14 (भाग), 15 (भाग), 26 (भाग), 29 (भाग), 30, 31 (भाग), 50 (भाग), 51 (भाग), 52, 53 (भाग), 55 (भाग),

**3. ग्राम लहंगी कोठार (भाग) में अर्जित किए गए प्लॉट संख्यांक :-**

13 (भाग), 14 (भाग), 15, 16, 17 (भाग), 19 (भाग), 20 (भाग), 24 (भाग), 30 (भाग), 33 (भाग), 34 (भाग), 35 (भाग), 37 (भाग), 38 (भाग), 39 (भाग), 40 से 44, 45 (भाग), 46 (भाग), 47 (भाग), 48 (भाग), 49 (भाग), 51 (भाग), 52 (भाग), 53, 54, 55, 56 (भाग), 57 (भाग), 59 (भाग), 60 (भाग), 61, से 67, 68 (भाग), 75 (भाग), 80 (भाग), 81 (भाग), 82 (भाग), 83, 84, 85, 86 (भाग), 87 (भाग), 88 से 160, 161 (भाग), 162 (भाग), 179 (भाग), 180 (भाग), 181 (भाग), 182 (भाग), 183 (भाग), 184 से 195, 196 (भाग), 197 से 215, 216 (भाग), 217, 218 (भाग), 221 (भाग), 222 (भाग), 240 (भाग), 241 (भाग), 242 (भाग), 276 (भाग), 277.4 / 279 (भाग),

**4. ग्राम करनपुरा (भाग) में अर्जित किए गए प्लॉट संख्यांक :-**

1 (भाग), 2 (भाग), 3, 4 (भाग),

**5. ग्राम छुईहाई (भाग), में अर्जित किए गए प्लॉट संख्यांक :-**

1 (भाग), 2 (भाग), 54 (भाग), 56 (भाग), 59 (भाग), 60 (भाग), 61, 62, 63 (भाग), 65 (भाग), 66 (भाग), 67, 68 (भाग), 69 (भाग), 70 (भाग), 73 (भाग), 76 (भाग), 91 (भाग),

**6. ग्राम धनबाही (भाग) में अर्जित किए गए प्लॉट संख्यांक :-**

17(भाग), 18,19(भाग),28(भाग), 29 से 33,34(भाग), 35,36,37(भाग), 38(भाग), 39(भाग), 40(भाग), 42(भाग), 43(भाग), 44 से 59,60(भाग), 61(भाग), 66(भाग), 67(भाग), 69(भाग), 70(भाग), 71(भाग), 72,73(भाग), 74(भाग), 155(भाग), 159(भाग), 155/170(भाग), 155/171, 60/172,

**सीमा वर्णन**

**क1-ख** रेखा ग्राम घुलघुली और परसेल की सम्मिलित सीमा पर के बिन्दु “क” से आरम्भ होती है और भागतः घुलघुली के प्लॉट संख्या 75,9,10,11,12,19,20,33,30,28, से होकर जाती है और घुलघुली-धनबाही की सम्मिलित सीमा के साथ जाती है और प्लॉट संख्या 28,34,19,17,38,39,73,74,71,155 ग्राम धनबाही में प्रवेश करती है और फिर ग्राम छुईहाई में प्रवेश करती है और प्लॉट संख्या 65,63,66,68,69,70,73 से होकर ग्राम लहंगी कोठार में प्रवेश करती है और प्लॉट संख्या 17,4/279,13,68,75,82,80,81,86,87,99 से होकर बिन्दु “ख” पर मिलती है ।

**ख-ग** रेखा लहंगी नाला की पूर्वी सीमा के साथ जाकर बिन्दु “ग” पर मिलती है ।

**ग-घ** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “घ” पर मिलती है ।

**घ-ङ.** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “ङ.” पर मिलती है ।

**ङ.-च** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “च” पर मिलती है ।

**च-छ** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “छ” पर मिलती है ।

**छ-ज** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “ज” पर मिलती है ।

**ज-झ** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “झ” पर मिलती है ।

**झ-ञ** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “ञ” पर मिलती है ।

**ञ-ट** रेखा सभी अधिकार क्षेत्र के वर्णन अनुसार जाकर बिन्दु “ट” पर मिलती है ।

**ट-ठ** रेखा ग्राम छुईहाई के प्लॉट संख्या 2 से होकर जाती है फिर रेखा ग्राम नौसेमर में प्रवेश करती है और प्लॉट संख्या 55,53,51,50,31,26,29 से होकर जाती है फिर प्लॉट संख्या 29,6 की दक्षिणी सीमा प्लॉट संख्या 14.13,15,1 से होकर जाती है फिर बिन्दु “ठ” पर मिलती है ।

**ठ-क** रेखा गहिरा नाला के साथ जाती है जो कि घुलघुली-परसेल ग्राम की सम्मिलित सीमा भी है, के साथ होकर जाती है और आरंभिक बिन्दु “क” पर मिलती है ।

**Ministry of Coal & Mines**  
**(Department of Coal)**

New Delhi, the 7th August, 2002

S. O. 2616.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O 599 dated the 12<sup>th</sup> March, 2001, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part II, Section 3, Sub-Section (ii) of the Gazette of India, dated the 24<sup>th</sup> March, 2001, the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule annexed to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that;

- a) the lands measuring 144.533 hectares (approximately) or 357.14 acres (approximately) as described in the Schedule 'A' appended hereto; and
- b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 245.610 hectares (approximately) or 606.90 acres (approximately) described in the schedule 'B' appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that –

- a) the lands measuring 144.533 hectares (approximately) or 357.14 acres (approximately) as described in the Schedule 'A' and
- b) the rights to mine quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 245.610 hectares (approximately) or 606.90 acres (approximately) described in the schedule 'B' are here by acquired.

The Plan bearing No:SECL/BSP/GM(PLG)/Land/259 dated the 3<sup>rd</sup> December, 2001 of the area covered by this notification may be inspected in the Office of the Collector, Umaria (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Section) Seepat Road, Bilaspur- 495006 (Chhattisgarh).

**Schedule - 'A'**

**Kanchan Block, Johilla Area**  
**District - Umaria (Madhya Pradesh)**

**All Rights**

Serial number	Name of village	General number	Tahsil	District	Area in hectares	Remarks
1	Lahangi Kothar	658	Bandhogarh	Umaria	32.799	Part
2	Karanpura	085	Bandhogarh	Umaria	00.433	Part
3	Chhuihai	246	Bandhogarh	Umaria	61.807	Part
4	Dhanbahi	351	Bandhogarh	Umaria	49.494	Part
<b>Total: 144.533 hectares(approximately) or 357.14 acres (approximately)</b>						

1. Plot numbers acquired in village Lahangi Kothar (Part)

13(Part), 14(Part), 17(Part), 18, 19(Part), 20(Part), 21, 22, 23, 24(Part), 25, 26, 27, 28, 29, 30(Part), 31, 32, 33(Part), 34(Part), 35(Part), 36, 37(Part), 38(Part), 39(Part), 45(Part), 46(Part), 47(Part), 48(Part), 49(Part), 50, 51(Part), 52(Part), 56(Part), 57(Part), 58, 59(Part), 60(Part), 161(Part), 162(Part), 176(Part), 179(Part), 180(Part), 181(Part), 182(Part), 183(Part), 196(Part), 216(Part), 218(Part), 221(Part), 222(Part), 239(Part), 240(Part), 241(Part), 242(Part), 244(Part), 276(Part).

2. Plot numbers acquired in the Village Karanpura (Part)

1(Part), 2 (Part), 4 (Part)

3. Plot numbers acquired in the Village Chhuihai (Part).

1 (Part), 2 (Part), 11(Part), 12(Part), 13(Part), 14(Part), 17(Part), 18(Part), 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54(Part), 55, 56(Part), 57, 58, 59(Part), 60(Part), 66(Part), 70 (Part), 71, 72, 73(Part), 74, 75, 76(Part), 77, 78, 79, 80, 81, 82, 83(Part), 84, 85(Part), 86(Part), 91(Part).

4. Plot numbers acquired in Village Dhanbahi (Part).

37(Part), 39(Part), 40(part), 41, 42 (Part), 43(Part), 60(Part), 61(Part), 62, 63, 64, 65, 66(Part), 67(Part), 68, 69(Part), 70(Part), 155(Part), 156, 157, 158, 159(Part), 160, 161, 157/162, 159/163, 155/170(Part).

**Boundary Description.-**

- C-D Line starts from point 'C' on common boundary of Village Dagdowa and Karanpura passes through plot numbers 1,2,4, of village Karanpura then line enter in the village Lahangi Kothar and passes through Plot Numbers 276, 161, 162, 183, 182, 181, 180, 179, 196, 242, 241, 240 then Northern boundary of Plot Number 239 through Plot Numbers 218, 216, 221, 222, of Village Lahangi Kothar then enter in Village Chhuihai passes through Plot Number 91, 86 and meets at point 'D'.
- D-E Line passes through Plot Number 86, 91 of village Chhuihai then line enter in Village Lahangi Kothar and passes through Plot Numbers 222, 33, and meets at point 'E'.
- F Line passes through Plot Numbers 33, 34, 35, 37, 38, 37, 39,30, 47, 46, 45, 48, 49, 51, 52, 56 of village Lahangi Kothar and meets at point 'F'.
- F-G Line passes through Plot Numbers 56, 52, 57,60, then passes along the Western boundary of Plot Number 61, then through Plot Number 59 of Village Lahangi Kothar and meets at point 'G'.
- G-H Line passes through Plot Numbers 59,13,14 and Northern boundary of Plot Number 21, then through Plot Numbers 20,24, 20, 19, 17, of Village Lahangi Kothar then line enter in to the Village Chhuihai and passes through Plot Numbers 73, 70, 76, 66, then Southern boundary of Plot Numbers 62, 61, then through Plot Numbers 60,59,56,54, and enter in to the Village Dhanbahi through Plot Numbers 155, 155/170, 159, 70, 159, 69, 67, 66, 39, 37 and meets at point 'H'.
- H-I Line passes through Plot Numbers 37, 40,42,43,61,60, of Village Dhanbahi and meets at point 'I'.
- I-J Line passes through Plot Number 60 of village Dhanbahi and meets at point 'J'.
- J-K Line passes through Plot Number 159, of village Dhanbahi then enter into the village Chhuihai through Plot Numbers 1, 2, and meets at point 'K'.
- K-M Line passes through Plot Numbers 11,12,13,14,18,14,18,17,83,85, of village Chhuihai and meets at Point 'O'.
- N-O
- O-P Line passes through Plot Number 91, of village Chhuihai then enter in the village Lahangi Kothar through Plot Numbers 222, 221, 216, 218, 239, 240, 241,242, 244,176, 196, 179, 180, 181, 182, 183, 162,161,276, then enter in the village Karanpura and passes through plot numbers 4,2,1 and meets at point 'P'.
- P-C Line passes along with the Eastern boundary of Lahangi Nalla and meets at starting point 'C'.



**Schedule 'B'****Kanchan Block, Johilla Area  
District - Umeria (Madhya Pradesh)****Mining Rights.**

Serial number	Name of Village	General number	Tahsil	District	Area in hectares	Remarks
1	Ghulghuli	201	Bandhogarh	Umaria	35.541	Part
2	Nausemar	380	Bandhogarh	Umaria	31.483	Part
3	Lahangi Kothar	658	Bandhogarh	Umaria	116.244	Part
4	Karanpura	085	Bandhogarh	Umaia	1.490	Part
5	Chhuihai	246	Bandhogarh	Umaria	7.580	Part
6	Dhanbahi	351	Bandhogarh	Umaria	53.272	Part
Total: 245.610 hectares (approximately) or 606.90 acres (approximately)						

1. Plot numbers acquired in village Ghulghuli (Part)

9(Part), 10(Part), 11(Part), 12(Part), 13, 14, 15, 16, 17, 18, 19(Part), 20(Part), 28(Part), 29, 30(Part), 33(Part), 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75(Part), 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 28/103, 42/104, 43/105, 43/106, 16/107.

2. Plot numbers acquired in the Village Nausemar (Part).

1 (Part), 2, 3, 4, 5, 6, 13(Part), 14(Part), 15(Part), 26(Part), 29(Part), 30, 31(Part), 50(Part), 51(Part), 52, 53(Part), 55(Part).

3. Plot numbers acquired in the Village Lahangi Kothar (Part).

13(Part), 14(Part), 15, 16, 17(Part), 19(Part), 20(Part), 24(Part), 30(Part), 33(Part), 34(Part), 35(Part), 37(Part), 38(Part), 39(Part), 40, 41, 42, 43, 44, 45(Part), 46(Part), 47(Part), 48(Part), 49(Part), 51(Part), 52(Part), 53, 54, 55, 56(Part), 57(Part), 59(Part), 60(Part), 61, 62, 63, 64, 65, 66, 67, 68(Part), 75(Part), 80(Part), 81(Part), 82(Part), 83, 84, 85, 86(Part), 87(Part), 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161(Part), 162(Part), 179(Part), 180(Part), 181(Part), 182(Part), 183(Part), 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196(Part), 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216(Part), 217, 218(Part), 221(Part), 222(Part), 240(Part), 241(Part), 242(Part), 276(Part), 277, 4/279(Part).

4. Plot numbers acquired in the village Karanpura (Part)  
1(Part), 2(Part), 3, 4(Part).
5. Plot numbers acquired in Village Chhuihai (Part)  
1 (Part), 2 (Part), 54(Part), 56(Part), 59(Part), 60(Part), 61, 62, 63(Part), 65(Part), 66(Part), 67, 68(Part), 69(Part), 70(part), 73(Part), 76(Part), 91(Part).
6. Plot numbers acquired in Village Dhanbahi (Part).  
17(Part), 18, 19 (Part), 28(Part), 29, 30, 31, 32, 33, 34(Part), 35, 36, 37(Part), 38(Part), 39(Part), 40(Part), 42(Part), 43(Part), 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60(part), 61 (Part), 66(Part), 67(Part), 69(Part), 70(Part), 71(Part), 72, 73(Part), 74(Part), 155(Part), 159(Part), 155/170(Part), 155/171, 60/172.

#### **Boundary Description .-**

- |        |   |
|--------|---|
| A-A1-B | Line starts from point 'A' on the common boundary of village Ghulghuli and partly passes through plot Numbers 75, 9, 10, 11, 12, 19, 20, 33, 30, 28 of village Ghulghuli partly along common boundary of village Ghulghuli – Dhanbahi and enter in village Dhanbahi passes through Plot Numbers 28, 34, 19, 17, 38, 39, 73, 74, 71, 155 then enter in Village Chhuihai passes through Plot Numbers 65, 63, 66, 68, 69, 70, 73 then enter in village Lahangi Kothar passes through Plot Numbers 17, 4/279, 13, 68, 75, 82, 80, 81, 86, 87, 99, and meets at The point 'B'. |
| B-C    | Line passes along Eastern boundary of Lahangi Nalla and meets at point 'C'.   |
| C-D    | Line passes as described in all right boundary and meets at point 'D'.  |
| D-E    | Line passes as described in all right boundary and meets at point 'E'.  |
| E-F    | Line passes as described in all right boundary and meets at point 'F'.  |
| F-G    | Line passes as described in all right boundary and meets at point 'G'.  |
| G-H    | Line passes as described in all right boundary and meets at point 'H'.  |
| H-I    | Line passes as described in all right boundary and meets at point 'I'.  |
| I-J    | Line passes as described in all right boundary and meets at point 'J'.  |
| J-K    | Line passes as described in all right boundary and meets at point 'K'.  |
| K-L    | Line passes through Plot Numbers 2 of village Chhuihai then line enter in Village Nausemar passes through Plot Numbers 55, 53, 51,  |

50,31,26,29, then Southern boundary of Plot Numbers 29;  
6, through Plot Numbers 14, 13, 15, 1, and meets at Point 'L'.

L-A Line passes along Gahira Nalla which is also common boundary of village Ghulghuli and Parsel and meets at starting point 'A'.

[No. 43015/1/2000-P.R.I.W.]  
SANJAY BAHADUR Dy. Secy.

### पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 13 अगस्त, 2002

का. आ. 2617.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसमें इसमें पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी और भारत के राजपत्र तारीख 14.07.2001 को प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या 1626 तारीख 09.07.2001 द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के वीरमगाम-चाकसू, चाकसू-पानीपत और चाकसू मथुरा खण्डों के संवर्धन के लिए इंडियन ऑयल कॉरपोरेशन लिमिटेड द्वारा गुजरात राज्य में वीरमगाम से राजस्थान राज्य के चाकसू से होते हुए हरियाणा राज्य के पानीपत तक परिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट राजस्थान राज्य की तहसील मालपुरा जिला टॉक की भूमि में उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 25.07.2001 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए ।

अतः, अब, केन्द्रीय सरकार का उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉरपोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तहसील: मालपुरा

जिला: टोंक

राज्य: राजस्थान

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
आँदोली	954/3	0	03	74
	954/6	0	20	52
	954/2	0	07	07
	954/9	0	00	29
	954/8	0	01	05
	958	0	03	25
	946/3/2	0	10	23
	948	0	11	00
	265/2	0	10	84
	268	0	03	47
	267	0	00	12
	269	0	06	16
	706 भीम	0	00	66
	705	0	02	20
	704	0	11	69
	698	0	14	94
	688	0	12	96
	674/1	0	17	49
	673	0	18	94
	671/1	0	15	81
	669/3	0	08	45
	669/2	0	05	63
	669/4	0	05	63
	669/5	0	05	63
	667	0	01	54
	666	0	41	03
	664/2	0	00	60
	647	0	01'	43
	646	0	11	61
	641	0	05	28
	645	0	04	29
	644	0	06	05
	652	0	09	65
	653	0	07	70
	629/2	0	07	22
लडी	1/1/2	0	24	86
	2/2	0	02	10
	1/1/18	0	07	43
	1/1/17	0	12	54
	1/1/13/2	0	11	88

1	2	3	4	5
	1/1/3	0	09	24
	1/1/24	0	14	33
	99/1/2	0	13	15
	99/5	0	22	66
	99/6	0	07	81
	99/9	0	00	69
	99/3	0	03	08
	99/2	0	10	29
	99/4	0	13	31
	100/1/4	0	09	58
डेराणी	820/1/2	0	21	34
	853	0	31	52
	854/1/1	0	01	80
	852	0	02	26
	850	0	06	93
	849	0	02	70
	848	0	03	78
	847	0	14	70
	857	0	01	32
	859	0	05	31
	846	0	38	45
	785	0	26	50
कुराह	1034/1/1	0	02	88
	1034/1/2	0	18	66
	1034/2	0	07	18
	1033/2/1	0	01	95
	1033/2/4	0	06	25
	1033/4/1	0	01	95
	1027	0	00	11
	1036	0	02	42
	1035	0	20	47
	1018/1/2	0	24	50
	1018/2	0	07	70
	1150	0	01	01
	1267/2	0	16	33
	1266	0	02	20
	1265/1	0	14	54
	1317	0	01	86
	1318/2	0	04	64
	1318/3	0	16	17
	1327	0	03	41
	1329	0	01	90
	1330/1	0	04	59
	1333	0	04	43
	1334	0	01	29
	1335	0	01	46
	1336	0	06	72

1	2	3	4	5
	1337/1/2	0	07	34
	1386	0	09	44
	961	0	18	83
	960	0	00	50
	1392	0	01	98
	1393	0	08	47
	959	0	00	22
	1394	0	00	77
	944	0	00	50
	943	0	16	13
	942/2	0	00	47
	916/2	0	07	87
	914	0	09	54
	913	0	01	05
	912	0	16	39
	911	0	01	01
	910	0	01	35
स्याह	626/2	0	05	28
	626/1	0	05	28
	628	0	04	40
	629	0	02	52
	625/2	0	09	56
	634/1/2	0	11	88
	635	0	14	30
	619/1/1	0	12	54
	666	0	17	38
	618/2	0	01	89
	667	0	05	28
	668	0	00	36
	674/1	0	10	56
	674/2	0	01	53
	675/2	0	03	03
	675/3	0	03	52
	683	0	10	67
	698/1	0	07	92
	713	0	13	42
	714	0	13	97
	721/1	0	05	28
	721/2	0	05	28
	1169/1	0	05	39
	1168/2	0	03	08
	1212/4	0	11	00
	1210	0	00	21
	1211	0	11	22
	1102/1/20	0	03	08
	1112	0	10	34
	1108/4	0	01	32

1	2	3	4	5
	1108/2	0	02	97
	1102/1/10	0	07	92
	1102/1/9	0	05	23
	1102/2/5	0	03	96
	1102/1/23	0	07	59
	1102/1/2	0	04	18
	1102/1/5	0	02	64
	1115/3	0	00	97
	1115/1	0	12	32
	1102/1/4	0	00	68
	1117/2	0	07	26
	1117/1	0	01	08
	1102/1/1	0	06	82
पचेवर	2140/1	0	13	88
	2143	0	21	12
	2144/2	0	02	31
	2173/4	0	12	87
	2176	0	08	36
	2175	0	01	76
	2410/2	0	06	31
	2410/3	0	06	31
	2401/4	0	09	52
	2401/3	0	04	76
	2401/2	0	05	20
	2400/2	0	00	44
	2391/4	0	02	82
	2391/5	0	02	82
	2391/6	0	01	41
	2386	0	00	48
	2385/6	0	03	65
	2437/1	0	01	10
	2437/2	0	10	70
	2385/3	0	11	57
	2385/1	0	00	90
	2440/2	0	22	63
	2440/1	0	04	74
	2465	0	22	68
	2464/1	0	04	00
	2463	0	09	43
	2462	0	04	51
	2490/1	0	18	64
	2490/2	0	07	99
	2507/2	0	21	85
	2506/2	0	10	13
	2506/1	0	05	02
	2502/1	0	08	80

1	2	3	4	5
	2503	0	08	48
	2504	0	16	74
	8769	0	02	81
	8770	0	05	47
	8767/1	0	17	44
	8753	0	11	17
	8752	0	11	28
	8751	0	15	40
	8750	0	01	32
	8747	0	11	65
	8746	0	09	27
	8676/1	0	08	65
	8674	0	08	65
	8671	0	01	17
	8672	0	15	46
	8673	0	01	40
	8654	0	13	20
	8655	0	14	31
	8567	0	11	69
	8568	0	06	82
	8571	0	07	43
	8578	0	00	69
	8556/2	0	11	13
	7542	0	03	25
	7546	0	02	27
	7545	0	08	84
	7543	0	09	97
	7536/2	0	02	86
	7536/1	0	03	96
	7535	0	08	75
	7534	0	00	10
	7533	0	06	02
	7532	0	01	10
	7523	0	14	36
	7496	0	09	09
	7456	0	01	15
मलीकपुर	136	0	02	01
	135	0	07	40
	134	0	01	42
	130	0	00	55
	119/2	0	06	85
	126	0	05	46
	120	0	02	20
	114	0	09	40
	113	0	01	76
	81	0	03	30
	79	0	03	35



1	2	3	4	5
	78	0	00	47
	77	0	01	32
	85	0	01	65
	86	0	00	96
	74	0	01	38
	67	0	13	73
	65/1	0	00	79
	66	0	00	96
	65/2	0	01	99
	64/2	0	07	48
	63/1	0	01	94
	62/1	0	02	12
	58	0	00	22
	59	0	07	59
	57	0	04	08
	55/5	0	00	39
	55/6	0	07	12
	55/4	0	01	46
	319	0	18	85
	320	0	00	75
	321/1	0	01	52
	322/1	0	00	75
	329	0	01	98
	330	0	12	09
	328/2	0	01	32
	331	0	00	52
	334/2	0	01	13
	335	0	10	64
	336	0	00	27
	380	0	01	20
	379	0	00	44
	378	0	09	00
	384	0	02	42
	376/2	0	03	63
	385	0	00	66
	388	0	03	87
	389	0	03	89
	387/1	0	10	33
	393	0	02	61
	397	0	02	09
	400	0	13	37
	415	0	00	88
	414/1	0	00	50
	413	0	05	63
	412	0	01	23
	408/1/3	0	06	95
	409/1	0	10	47
	422/3	0	06	73

1	2	3	4	5
किराबल	1108	0	00	57
	1145/1 मीन	0	41	95
	1124	0	02	75
	1125	0	07	82
	1126/1 मीन	0	10	34
	1126/3	0	10	34
	1102/1 मीन	0	15	40
	1102/4 मीन	0	16	06
	1100	0	09	52
	1098	0	01	09
	1099	0	05	46
	1088	0	03	66
	1075	0	00	71
	1023	0	00	11
	1076	0	07	58
	1025	0	05	17
	1029	0	06	23
	1017 मीन	0	03	41
	1005	0	05	50
	1002	0	01	52
	1001	0	05	94
	990	0	07	56
	940	0	00	02
	929	0	03	41
	908	0	00	68
	907	0	03	51
	906	0	02	70
	893	0	07	96
	842	0	03	63
	843	0	01	31
	841	0	03	79
	837	0	01	32
	839	0	00	15
	838	0	01	40
	836	0	03	07
	662	0	04	09
	663	0	01	68
	664	0	00	19
	680	0	00	32
	679	0	08	05
	678	0	07	26
	676	0	00	18
	689	0	00	15
	690	0	04	84
	728	0	01	13
	727	0	06	82
	741/2	0	00	08

1	2	3	4	5
	746	0	05	50
	747	0	05	67
	748	0	02	20
	744	0	05	39
	531	0	14	80
	530	0	05	76
	527	0	06	84
	526	0	22	42
	524/2	0	16	20
चावंडीया	1/14	0	03	05
	1/12	0	11	21
	2/1 मीन	0	01	49
	2/2 मीन	0	01	49
	3/1 मीन	0	02	09
	3/2 मीन	0	02	09
	3/3 मीन	0	02	09
	3/4 मीन	0	02	09
	1/10	0	18	70
	1/5	0	06	05
	1/11	0	04	42
	1/9	0	12	20
	1/8	0	18	51
आरनियाबस्सी	351	0	10	41
	343	0	05	61
	341	0	01	75
	337	0	10	00
	331 मीन	0	09	11
	330/1	0	14	22
	326	0	02	75
	327	0	05	28
	325	0	12	51
	323	0	00	66
	324	0	12	14
	401/7	0	03	74
	260	0	10	26
	259	0	04	40
	258	0	01	49
	261	0	07	70
	256	0	04	02
	255	0	08	36
	245	0	15	40
	240	0	09	19
	241	0	11	66
	219	0	26	01
	220	0	02	83
	213/1	0	06	05
	213/3	0	23	12

1	2	3	4	5
	161	0	18	34
	173	0	07	59
	172	0	06	82
	171	0	06	33

[फा. सं. आर-25011/13/2001-ओ.आर-1]

एम.एस. केमवाल, अवर सचिव

### Ministry of Petroleum and Natural Gas

New Delhi, the 13th August, 2002

**S.O. 2617.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1620 dated 09.07.2001 issued under sub section (1) of section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), and published in the Gazette of India dated 14.07.2001, the Central Government declared its intention to acquire the right of user in the land in Tehsil Malpura, District Tonk in Rajasthan State, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by Indian Oil Corporation Limited for implementing the Augmentation of Viramgam-Chaksu Chaksu-Panipat and Chaksu-Mathura sections of Salaya-Mathura Pipeline system project.;

And whereas, copy of the said notification was made available to the general public on 25.07.2001;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Tehsil : Malpura

District : Tonk

State : Rajasthan

Name of Village	Khasara No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
Antoli	954/3	0	03	74
	954/6	0	20	52
	954/2	0	07	07
	954/9	0	00	29
	954/8	0	01	05
	958	0	03	25
	946/3/2	0	10	23
	948	0	11	00
	265/2	0	10	84
	268	0	03	47
	267	0	00	12
	269	0	06	16
	706 Min	0	00	66
	705	0	02	20
	704	0	11	69
	698	0	14	94
	688	0	12	96
	674/1	0	17	49
	673	0	18	94
	671/1	0	15	81
	669/3	0	08	45
	669/2	0	05	63
	669/4	0	05	63
	669/5	0	05	63
	667	0	01	54
	666	0	41	03
	664/2	0	00	60
	647	0	01	43
	646	0	11	61
	641	0	05	28
	645	0	04	29
	644	0	06	05
	652	0	09	65
	653	0	07	70
	629/2	0	07	22
Ladi	1/1/2	0	24	86
	2/2	0	02	10
	1/1/18	0	07	43
	1/1/17	0	12	54
	1/1/13/2	0	11	88

1	2	3	4	5
	1/1/3	0	09	24
	1/1/24	0	14	33
	99/1/2	0	13	15
	99/5	0	22	66
	99/6	0	07	81
	99/9	0	00	69
	99/3	0	03	08
	99/2	0	10	29
	99/4	0	13	31
	100/1/4	0	09	58
<b>Dethani</b>	820/1/2	0	21	34
	853	0	31	52
	854/1/1	0	01	80
	852	0	02	26
	850	0	06	93
	849	0	02	70
	848	0	03	78
	847	0	14	70
	857	0	01	32
	859	0	05	31
	846	0	38	45
	785	0	26	50
<b>Kurar</b>	1034/1/1	0	02	88
	1034/1/2	0	18	66
	1034/2	0	07	18
	1033/2/1	0	01	95
	1033/2/4	0	06	25
	1033/4/1	0	01	95
	1027	0	00	11
	1036	0	02	42
	1035	0	20	47
	1018/1/2	0	24	50
	1018/2	0	07	70
	1150	0	01	01
	1267/2	0	16	33
	1266	0	02	20
	1265/1	0	14	54
	1317	0	01	86
	1318/2	0	04	64
	1318/3	0	16	17
	1327	0	03	41
	1329	0	01	90
	1330/1	0	04	59
	1333	0	04	43
	1334	0	01	29
	1335	0	01	46
	1336	0	06	72

1	2	3	4	5
	1337/1/2	0	07	34
	1386	0	09	44
	961	0	18	83
	960	0	00	50
	1392	0	01	98
	1393	0	08	47
	959	0	00	22
	1394	0	00	77
	944	0	00	50
	943	0	16	13
	942/2	0	00	47
	916/2	0	07	87
	914	0	09	54
	913	0	01	05
	912	0	16	39
	911	0	01	01
	910	0	01	35
Syah	626/2	0	05	28
	626/1	0	05	28
	628	0	04	40
	629	0	02	52
	625/2	0	09	56
	634/1/2	0	11	88
	635	0	14	30
	619/1/1	0	12	54
	666	0	17	38
	618/2	0	01	89
	667	0	05	28
	668	0	00	36
	674/1	0	10	56
	674/2	0	01	53
	675/2	0	03	03
	675/3	0	03	52
	683	0	10	67
	698/1	0	07	92
	713	0	13	42
	714	0	13	97
	721/1	0	05	28
	721/2	0	05	28
	1169/1	0	05	39
	1168/2	0	03	08
	1212/4	0	11	00
	1210	0	00	21
	1211	0	11	22
	1102/1/20	0	03	08
	1112	0	10	34
	1108/4	0	01	32

1	2	3	4	5
	1108/2	0	02	97
	1102/1/10	0	07	92
	1102/1/9	0	05	23
	1102/2/5	0	03	96
	1102/1/23	0	07	59
	1102/1/2	0	04	18
	1102/1/5	0	02	64
	1115/3	0	00	97
	1115/1	0	12	32
	1102/1/4	0	00	68
	1117/2	0	07	26
	1117/1	0	01	08
	1102/1/1	0	06	82
Pachewar	2140/1	0	13	88
	2143	0	21	12
	2144/2	0	02	31
	2173/4	0	12	87
	2176	0	08	36
	2175	0	01	76
	2410/2	0	06	31
	2410/3	0	06	31
	2401/4	0	09	52
	2401/3	0	04	76
	2401/2	0	05	20
	2400/2	0	00	44
	2391/4	0	02	82
	2391/5	0	02	82
	2391/6	0	01	41
	2386	0	00	48
	2385/6	0	03	65
	2437/1	0	01	10
	2437/2	0	10	70
	2385/3	0	11	57
	2385/1	0	00	90
	2440/2	0	22	63
	2440/1	0	04	74
	2465	0	22	68
	2464/1	0	04	00
	2463	0	09	43
	2462	0	04	51
	2490/1	0	18	64
	2490/2	0	07	99
	2507/2	0	21	85
	2506/2	0	10	13
	2506/1	0	05	02
	2502/1	0	08	80



1	2	3	4	5
	2503	0	08	48
	2504	0	16	74
	8769	0	02	81
	8770	0	05	47
	8767/1	0	17	44
	8753	0	11	17
	8752	0	11	28
	8751	0	15	40
	8750	0	01	32
	8747	0	11	65
	8746	0	09	27
	8676/1	0	08	65
	8674	0	08	65
	8671	0	01	17
	8672	0	15	46
	8673	0	01	40
	8654	0	13	20
	8655	0	14	31
	8567	0	11	69
	8568	0	06	82
	8571	0	07	43
	8578	0	00	69
	8556/2	0	11	13
	7542	0	03	25
	7546	0	02	27
	7545	0	08	84
	7543	0	09	97
	7536/2	0	02	86
	7536/1	0	03	96
	7535	0	08	75
	7534	0	00	10
	7533	0	06	02
	7532	0	01	10
	7523	0	14	36
	7496	0	09	09
	7456	0	01	15
Malikpur	136	0	02	01
	135	0	07	40
	134	0	01	42
	130	0	00	55
	119/2	0	06	85
	126	0	05	46
	120	0	02	20
	114	0	09	40
	113	0	01	76
	81	0	03	30
	79	0	03	35

1	2	3	4	5
	78	0	00	47
	77	0	01	32
	85	0	01	65
	86	0	00	96
	74	0	01	38
	67	0	13	73
	65/1	0	00	79
	66	0	00	96
	65/2	0	01	99
	64/2	0	07	48
	63/1	0	01	94
	62/1	0	02	12
	58	0	00	22
	59	0	07	59
	57	0	04	08
	55/5	0	00	39
	55/6	0	07	12
	55/4	0	01	46
	319	0	18	85
	320	0	00	75
	321/1	0	01	52
	322/1	0	00	75
	329	0	01	98
	330	0	12	09
	328/2	0	01	32
	331	0	00	52
	334/2	0	01	13
	335	0	10	64
	336	0	00	27
	380	0	01	20
	379	0	00	44
	378	0	09	00
	384	0	02	42
	376/2	0	03	63
	385	0	00	66
	388	0	03	87
	389	0	03	89
	387/1	0	10	33
	393	0	02	61
	397	0	02	09
	400	0	13	37
	415	0	00	88
	414/1	0	00	50
	413	0	05	63
	412	0	01	23
	408/1/3	0	06	95
	409/1	0	10	47
	422/3	0	06	73

1	2	3	4	5
Kirawal	1108	0	00	57
	1145/1Min	0	41	95
	1124	0	02	75
	1125	0	07	82
	1126/1 Min	0	10	34
	1126/3	0	10	34
	1102/1 Min	0	15	40
	1102/4 Min	0	16	06
	1100	0	09	52
	1098	0	01	09
	1099	0	05	46
	1088	0	03	66
	1075	0	00	71
	1023	0	00	11
	1076	0	07	58
	1025	0	05	17
	1029	0	06	23
	1017Min	0	03	41
	1005	0	05	50
	1002	0	01	52
	1001	0	05	94
	990	0	07	56
	940	0	00	02
	929	0	03	41
	908	0	00	68
	907	0	03	51
	906	0	02	70
	893	0	07	96
	842	0	03	63
	843	0	01	31
	841	0	03	79
	837	0	01	32
	839	0	00	15
	838	0	01	40
	836	0	03	07
	662	0	04	09
	663	0	01	68
	664	0	00	19
	680	0	00	32
	679	0	08	05
	678	0	07	26
	676	0	00	18
	689	0	00	15
	690	0	04	84
	728	0	01	13
	727	0	06	82
	741/2	0	00	08

1	2	3	4	5
Chawandiya	746	0	05	50
	747	0	05	67
	748	0	02	20
	744	0	05	39
	531	0	14	80
	530	0	05	76
	527	0	06	84
	526	0	22	42
	524/2	0	16	20
	1/14	0	03	05
	1/12	0	11	21
	2/1 Min	0	01	49
	2/2 Min	0	01	49
	3/1 Min	0	02	09
	3/2 Min	0	02	09
	3/3 Min	0	02	09
	3/4 Min	0	02	09
	1/10	0	18	70
	1/5	0	06	05
	1/11	0	04	42
Arniyabassi	1/9	0	12	20
	1/8	0	18	51
	351	0	10	41
	343	0	05	61
	341	0	01	75
	337	0	10	00
	331Min	0	09	11
	330/1	0	14	22
	326	0	02	75
	327	0	05	28
	325	0	12	51
	323	0	00	66
	324	0	12	14
	401/7	0	03	74
	260	0	10	26
	259	0	04	40
	258	0	01	49
	261	0	07	70
	256	0	04	02
	255	0	08	36
	245	0	15	40
	240	0	09	19
	241	0	11	66
	219	0	26	01
	220	0	02	83
	213/1	0	06	05
	213/3	0	23	12

1	2	3	4	5
	161	0	18	34
	173	0	07	59
	172	0	06	82
	171	0	06	33

[No. R-25011/13/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 13 अगस्त, 2002

का. आ. 2618.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग II, खण्ड-3, उप-खण्ड (ii) पृष्ठ 3287-3308 तारीख 14 जुलाई, 2001 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1620 तारीख 9 जुलाई, 2001 में निम्नलिखित संशोधन करती है अर्थात्—

उक्त अधिसूचना में, निम्नलिखित शीर्षक के अधीन :-

i) ग्राम : आँटोली - पृष्ठ 3288 पर

1. खसरा संख्या 955 के सामने "0-17-39" क्षेत्रफल के स्थान पर "0-19-80" क्षेत्रफल रखे,

ii) ग्राम : कुराड़ - पृष्ठ 3290 पर,

1. खसरा संख्या 1396/2 के सामने "0-04-81" क्षेत्रफल के स्थान पर "0-12-56" क्षेत्रफल रखे,

iii) ग्राम : स्याह - पृष्ठ 3291 पर

1. खसरा संख्या 1115/2 के सामने "0-03-63" क्षेत्रफल के स्थान पर "0-03-69" क्षेत्रफल रखे,

iv) ग्राम : पचेवर - पृष्ठ 3292 पर

(क) 1. खसरा संख्या 2389 के सामने "0-00-37" क्षेत्रफल के स्थान पर "0-02-37" क्षेत्रफल रखे,

पृष्ठ 3293 पर,

(ख) (1.) खसरा संख्या 8555/2 के सामने "0-06-38" क्षेत्रफल के स्थान पर "0-12-89" क्षेत्रफल रखे,

(2) खसरा संख्या 8551/2/1 के सामने "0-05-06" क्षेत्रफल के स्थान पर "0-10-48" क्षेत्रफल रखे,

v) ग्राम : मलीकपुर - पृष्ठ 3294 पर

1. खसरा संख्या 119/1 के सामने "0-15-46" क्षेत्रफल के स्थान पर "0.16.32" क्षेत्रफल रखें,

2. खसरा संख्या 334/1 के सामने "0-08-44" क्षेत्रफल के स्थान पर "0.10.34" क्षेत्रफल रखें,

vi) ग्राम : किरावल

(क) पृष्ठ 3295 पर मीन

- (1.) खसरा संख्या 1102/1/2 के सामने "0-09-35" क्षेत्रफल के स्थान पर "0-09-48" क्षेत्रफल रखे,
- (2) खसरा संख्या 1089 के सामने "0-00-88" क्षेत्रफल के स्थान पर "0-01-76" क्षेत्रफल रखे,
- (3) खसरा संख्या 1077 के सामने "0-34-30" क्षेत्रफल के स्थान पर "0-37-70" क्षेत्रफल रखे,
- (4) खसरा संख्या 1026 के सामने "0-02-92" क्षेत्रफल के स्थान पर "0-04-84" क्षेत्रफल रखे,
- (5) खसरा संख्या 1027 के सामने "0-03-19" क्षेत्रफल के स्थान पर "0-07-04" क्षेत्रफल रखे,

(ख) पृष्ठ 3296 पर

- (1.) खसरा संख्या 1003 के सामने "0-02-40" क्षेत्रफल के स्थान पर "0-05-95" क्षेत्रफल रखे,
- (2) खसरा संख्या 937 के सामने क्षेत्रफल "0-03-79" के स्थान पर "0-09-24" क्षेत्रफल रखे,
- (3) खसरा संख्या 927 के सामने क्षेत्रफल "0-00-03" के स्थान पर "0-00-98" क्षेत्रफल रखे,
- (4) खसरा संख्या 928 के सामने क्षेत्रफल "0-03-30" के स्थान पर "0-04-80" क्षेत्रफल रखे,
- (5) खसरा संख्या 891 के सामने क्षेत्रफल "0-03-41" के स्थान पर "0-04-63" क्षेत्रफल रखे,
- (6) खसरा संख्या 890 के सामने क्षेत्रफल "0-00-03" के स्थान पर "0-00-50" क्षेत्रफल रखे,
- (7) खसरा संख्या 754 के सामने क्षेत्रफल "0-03-96" के स्थान पर "0-10-85" क्षेत्रफल रखे,

पृष्ठ 3297 पर,

- (1.) खसरा संख्या 528 के सामने क्षेत्रफल "0-06-84" के स्थान पर "0-07-91" क्षेत्रफल रखे,
- (2) खसरा संख्या 498/2 के सामने क्षेत्रफल "0-14-58" के स्थान पर "0-28-46" क्षेत्रफल रखे,

vii) ग्राम : आरनियाबस्सी

पृष्ठ 3297 पर

- (1.) खसरा संख्या 350/4 के सामने क्षेत्रफल "0-09-10" के स्थान पर "0-13-14" क्षेत्रफल रखे,
- (2) खसरा संख्या 335 के सामने क्षेत्रफल "0-06-02" के स्थान पर "0-11-00" क्षेत्रफल रखे,
- (3) खसरा संख्या 336 के सामने क्षेत्रफल "0-06-08" के स्थान पर "0-06-60" क्षेत्रफल रखे,
- (4) खसरा संख्या 401/6 के सामने क्षेत्रफल 0-04-62 के स्थान पर 0-06-16 क्षेत्रफल रखे,

पृष्ठ 3298 पर

- (1.) खसरा संख्या 169 के सामने क्षेत्रफल "0-14-85" के स्थान पर "0-59-84" क्षेत्रफल रखे,

[फा. सं. आर-25011/13/2001-ओ.आर-I]

एस.एम. केमवाल, अवर सचिव

New Delhi, the 13th August, 2002

- (i) **S. O. 2618.**— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amends the Notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1620 dated 9th July, 2001 published in the Gazette of India, Part-II, Section 3, sub-section (ii) at pages 3287 to 3308 on 14th July, 2001 as follows, namely :-

In the said notification, under the heading :

- (i) Village : ANTOLI- at page 3299 against Khasara No. 955 for the area 0-17-39 substitute 0-19-80;
- (ii) Village : KURAR-at page 3301 against Khasara No. 1396/2 for the area 0-04-81 substitute 0-12-56;
- (iii) Village : SYAH -at page 3302 against Khasara No. 1115/2 for the area 0-03-63 substitute 0-03-69;
- (iv) (a) Village : PACHEWAR-
- (a) at page 3303 against Khasara No. 2389 for the area 0-00-37 substitute 0-02-37;
- (b) at page 3304-
- (1) against Khasara No. 8555/2 for the area 0-06-38 substitute 0-12-89
- (2) against Khasara No. 8551/2/1 for the area 0-05-06 substitute 0-10-48
- (v) Village : MALIKPUR-at page 3305
- (1) against Khasara No. 119/1 for the area 0-15-46 substitute 0-16-32
- (2) against Khasara No. 334/1 for the area 0-08-44 substitute 0-10-34
- (vi) village : KIRAWAL-
- (a) at page 3306
- (1) against Khasara No. 1102/1/2 Min for the area 0-09-35 substitute 0-09-48
- (2) against Khasara No. 1089 for the area 0-00-88 substitute 0-01-76
- (3) against Khasara No. 1077 for the area 0-34-30 substitute 0-37-70
- (4) against Khasara No. 1026 for the area 0-02-92 substitute 0-04-84
- (5) against Khasara No. 1027 for the area 0-03-19 substitute 0-07-04
- (b) at page 3307
- (1) against Khasara No. 1003 for the area 0-02-40 substitute 0-05-95
- (2) against Khasara No. 937 for the area 0-03-79 substitute 0-09-24

- (3) against Khasara No.927 for the area 0-00-03 substitute 0-00-98
- (4) against Khasara No.928 for the area 0-03-30 substitute 0-04-80
- (5) against Khasara No.891 for the area 0-03-41 substitute 0-04-63
- (6) against Khasara No.890 for the area 0-00-03 substitute 0-00-50
- (7) against Khasara No.754 for the area 0-03-96 substitute 0-10-85
- (8) against Khasara No.528 for the area 0-06-84 substitute 0-07-91
- (9) against Khasara No.498/2 for the area 0-14-58 substitute 0-28-46
- (vii) Village : ARNIYABASSI-at page 3308
  - (1) against Khasara No.350/4 for the area 0-09-10 substitute 0-13-14
  - (2) against Khasara No.335 for the area 0-06-02 substitute 0-11-00
  - (3) against Khasara No.336 for the area 0-06-08 substitute 0-06-60
  - (4) against Khasara No.401/6 for the area 0-04-62 substitute 0-06-16
  - (5) against Khasara No.169 for the area 0-14-85 substitute 0-59-84

[No. R-25011/13/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 14 अगस्त, 2002

का. आ. 2619.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 957 तारीख 11 मार्च, 2002 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के प्रयोजन के लिए, उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ तारीख 22 अप्रैल, 2002 को जनता को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जित किया जाता है ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गुजरात स्टेट पेट्रोलियम कॉरपोरेशन लिमिटेड, गांधीनगर में निहित होगा।



## अनुसूची

जिल्हा : सूरत				राज्य : गुजरात		
तालुका का नाम	गांव का नाम	सर्वेक्षण स. / खण्ड स.	उप-खण्ड सं	क्षेत्रफल		
				हेक्टर	आर	सेन्टीआर
1	2	3	4	5	6	7
धीरासि	लिम्ला	138		00	17	70
		141		00	10	05
		142		00	01	10
	डमका	443		00	10	07
		444		00	19	15
		695		00	04	80
	इच्छापुर	698		00	09	05
		716		00	15	14
		733		00	02	94
		735		00	03	09
		800		00	14	70
		798		00	10	24
		891		00	02	40
		924		00	23	10
		925		00	05	10
	जहांगीरपुरा	65		00	01	59
	वरियाव	1240		00	01	88
	कोसाड	164		00	02	80
		158		00	08	39
		160		00	07	37
		147		00	24	62
		143		00	03	00
		32		00	01	40
		43		00	06	00
		250		00	02	44
		249		00	11	44
		240		00	04	02

1	2	3	4	5	6	7
कमश..	कोसाड	220		00	11	96
		239		00	02	41
		238		00	04	58
		29		00	05	39
		1086		00	05	43
	उत्रान	81		00	04	89

[फ़. सं. एल/14014/4/99-जी.पी. (भाग-IV)]

स्वामी सिंह, निदेशक

New Delhi, the 14th August, 2002

S. O. 2619.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.957, dated the 11<sup>th</sup> March 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule annexed to that notification for purpose of laying pipeline;

And whereas copies of the said Gazette notification were made available to the public on the 22<sup>nd</sup> April, 2002;

And whereas, the competent authority has under sub-section (1) of section 6 of the said, Act, submitted report to the Government;

And whereas, the Central Government has after considering the said report decided to acquire the Right of User in the Land specified in the Schedule annexed to this notification;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule annexed to this notification hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government vests on this date of publication of this declaration in the Gujarat State Petroleum Corporation Limited, Gandhinagar free from all encumbrances.

**Schedule**

<b>District : Surat</b>				<b>State : Gujarat</b>		
Name of Taluka	Name of Village	Survey/ Block No.	Sub-Division No.	Area		
				Hec	Are	Centiare
1	2	3	4	5	6	7
Chourasi	Limla	138		00	17	70
		141		00	10	05
		142		00	01	10
	Damka	443		00	10	07
		444		00	19	15
		695		00	04	80
	Ichhapor	698		00	09	05
		716		00	15	14
		733		00	02	94
		735		00	03	09
		800		00	14	70
		798		00	10	24
		891		00	02	40
		924		00	23	10
		925		00	05	10
		65		00	01	59
	Jahangirpura					
	Variav	1240		00	01	88
	Kosad	164		00	02	80
		158		00	08	39
		160		00	07	37
		147		00	24	62
		143		00	03	00
		32		00	01	40
		43		00	06	00
		250		00	02	44
		249		00	11	44

1	2	3	4	5	6	7
Cont....	Kosad	240		00	04	02
		220		00	11	96
		239		00	02	41
		238		00	04	58
		29		00	05	39
		1086		00	05	43
	Utran	81		00	04	89

[No. L.14014/4/99-G.P. (Part-IV)]  
SWAMI SINGH, Director

नई दिल्ली, 14 अगस्त, 2002

का. आ. 2620.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 371 तारीख 1 फरवरी, 2002 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 2 अप्रैल, 2002 से 7 मई 2002 तक उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि जो इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है, पाइपलाइन बिछाने के लिए अपेक्षित है में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार का अर्जित किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

## अनुसूची

तालुका : खेडा

जिला : खेडा

राज्य : गुजरात

गाव का नाम	सर्वे नंबर	क्षेत्रफल		
		हेक्टर	आरे	स्क्वैर मी.
1	2	3	4	5
1. धरोडा	300/प	0	88	10
	303/प	0	52	10
	307/4अ	0	26	20
	307/5अ	0	15	70
	307/अ/1	0	46	50
	307/अ/2	0	15	00
	307/अ/3	0	13	10
	308/अ/8	0	16	30
	305	0	0	90
	314/अ/3	0	30	40
	314/अ/4	0	25	60
	322	0	28	90
	323/1	0	58	40
	323/2	0	18	90
	324/2	0	35	00
	324/1	0	25	90
	8	0	29	40
	7/1	0	31	80
	7/2	0	7	80
	7/3	0	0	70
	9/3	0	22	50
	9/4	0	11	30
	9/2	0	0	60
	59	0	16	10
	33/3	0	36	70
	33/4	0	20	30
	33/1	0	3	70
	33/2	0	50	70
	34	0	1	00
	31	0	18	90
	36	0	2	40
	29/4	0	14	80
	29/3	0	28	90
	29/1	0	2	30
	29/2	0	17	70
	17/4	0	23	20
	17/3	0	33	70
	17/2	0	8	00
	18/2	0	0	20
	19/15	0	20	10
	19/14	0	0	70
	23	0	36	70

1	2	3	4	5
धरोडा (निरंतर)	22	0	31	60
	20	0	2	50
	21	0	48	60
<b>कुल</b>		<b>10</b>	<b>19</b>	<b>80</b>
2. कठवाडा	935	0	37	20
	932	0	19	30
	936	0	13	30
	931	0	38	50
	925	0	27	90
	918	0	55	60
	862	0	30	40
	863	0	7	00
	864	0	14	80
	865	0	10	50
	874	0	43	40
	873	0	10	70
	871	0	18	40
	831/1	0	17	20
	831/2	0	5	10
	832	0	4	70
	830	0	26	30
	828	0	27	40
	813	0	20	80
	814/ब	0	0	60
	644	0	13	30
	643	0	21	80
	650	0	1	00
	651	0	11	30
	652	0	21	20
	656/अ/ब	0	51	90
	659/ब	0	52	90
	621	0	12	70
	620	0	28	20
	619	0	1	00
	617	0	0	20
	618	0	9	11
	598	0	7	00
	599	0	10	50
	600	0	7	60
	603	0	4	70
	601	0	8	40
	602	0	15	40
	579	0	57	50
	577	0	2	90
	576	0	0	20
	575	0	0	20
	574	0	22	40
	608/ब	0	12	30
<b>कुल</b>		<b>8</b>	<b>2</b>	<b>81</b>

1	2	3	4	5
3. नवागाम	1285	0	21	80
	1290	0	20	50
	1287	0	17	80
<b>कुल</b>		<b>0</b>	<b>60</b>	<b>10</b>
4. पोंगलज	175	0	0	50
	174	0	2	60
	177	0	1	50
	178	0	34	60
	235	0	28	70
	237	0	0	90
	238	0	27	90
	239	0	2	20
	240	0	22	90
	241	0	0	50
	257	0	17	50
	253	0	5	40
	256	0	3	30
	254	0	18	10
	251	0	10	50
	340	0	39	30
	341	0	9	40
	344	0	29	30
	345	0	10	80
	357	0	0	60
<b>कुल</b>		<b>2</b>	<b>66</b>	<b>50</b>
5. कनेरा	272	0	10	90
	273	0	9	38
	270	0	32	70
	274	0	15	00
<b>कुल</b>		<b>0</b>	<b>67</b>	<b>98</b>
6. बीहज	819	0	22	00
	822	0	13	70
	820	0	11	30
	832	0	2	50
	842	0	0	30
	833	0	12	90
	841	0	16	30
	840	0	2	90
	839	0	10	30
	838	0	6	00
	848	0	14	70
	849	0	27	50
	869	0	3	80
	708	0	0	80
	703	0	0	60
	967	0	23	80
	966	0	11	70
	962	0	83	00
	1100/1/2	1	67	90
	1101	0	8	50

1	2	3	4	5
बीडज (निरंतर)	1140	0	39	60
	1137	0	42	10
	1120/अ/ब	0	34	90
	1132	0	81	80
	1121	0	0	90
	1124	0	13	70
	1123	0	69	60
कुल		7	23	10
7. सारसा	455	0	53	30
	452/1	0	11	30
	456	0	15	70
	457	0	17	50
	451	0	23	80
	362	0	71	20
कुल		1	92	80
8. पहीज	1301/अ	0	27	80
	1305	0	11	90
	1306	0	16	50
	1303	0	12	50
	1304	0	1	20
	1311	0	58	50
	1313	0	1	60
	1312/अ	0	15	10
	1345	0	55	40
	1346	0	15	00
	1347	0	7	20
	1354	0	22	50
	1353	0	36	60
	1357	0	50	80
	1369/ब	0	20	00
	1368	0	11	40
	1364	0	8	80
	1367	0	19	30
	1365	0	9	20
	1642	0	25	80
	1639	0	29	80
	1640	0	1	00
	1528	0	63	90
	1529	0	24	20
	1507	0	48	30
	1536	0	4	30
	1506	0	32	20
	1550	0	1	90
	1551	0	19	90
	1552	0	26	40
	1553	0	1	50
	1565	0	23	70
	1564	0	28	90
	1567	0	32	70
	1562	0	7	80
	1561	0	3	90



1	2	3	4	5
महीज (निरंतर)	1888	0	37	80
	1809	0	26	50
	1898	0	25	50
	1912	0	10	90
	1897	0	16	90
	1925	0	21	20
	1926	0	3	10
	1927	0	17	10
	1928	0	4	50
	1929	0	5	70
	1930	0	5	70
	1882	0	42	70
	1876	0	24	80
	1877	0	11	20
	1875	0	34	40
	1874	0	2	00
	85	0	21	50
	86	0	40	00
	84	0	6	10
	89	0	39	20
	99	0	44	90
कुल		12	19	20

तालुका : कठलाल

जिला : खेडा

राज्य : गुजरात

गाव का नाम	सर्वे नंबर	हेक्टर	क्षेत्रफल आरे	स्क्वैर मी.
1	2	3	4	5
1. भानेर	754	0	2	50
	755	0	52	50
	750	0	7	50
	749	0	57	70
	759	0	6	90
	760	0	18	00
	761	0	49	60
	685	0	0	60
	682	0	5	00
	681/अ और ब	0	4	20
	684	0	15	20
	680	0	45	50
	679	0	7	10
	675+676	0	6	60
	677	0	2	02
	678	0	11	70
	674	0	14	40
	694	0	4	80
	695	0	29	30
	702	0	2	90
	697	0	24	70
	699/अ	0	39	00

1	2	3	4	5
भानेर (निरंतर)	658	0	1	80
	701	0	1	50
	656	0	26	00
	655	0	24	50
	654	0	9	10
	821	0	0	50
	822	0	15	90
	831	0	39	20
	832	0	27	10
	834	0	36	20
	829	0	18	30
	836	0	4	80
	837	0	19	80
	838	0	21	70
	839	0	13	90
<b>कुल</b>		<b>6</b>	<b>68</b>	<b>02</b>
2. घोगावाडा	559/1+2+3+4	0	10	10
	566/1/1	0	54	80
	565/1 to 565/5	0	8	00
	279	0	20	50
	285/1+2+3	0	45	60
	284/1	0	12	10
	283	0	0	80
	293	0	17	90
	292/1+2	0	11	30
	307	0	29	40
	306/1+2	0	39	46
	305	0	35	30
	302/1	0	32	00
	302/2+3	0	7	60
	303/1	0	35	90
	242	0	0	60
	241	0	21	10
	236/1	0	34	30
	235	0	29	90
	233/1	0	16	90
	233/2	0	5	80
	234/2	0	13	70
	229	0	21	30
	228/1	0	0	10
	230/2	0	16	90
	227	0	22	50
	219	0	18	80
<b>कुल</b>		<b>5</b>	<b>62</b>	<b>66</b>

तालुका : मेहमदाबाद

जिला : खेडा

राज्य : गुजरात

गाव का नाम	सर्वे नंबर	हेक्टर	क्षेत्रफल आरे	स्कोर मी.
1	2	3	4	5
1. कनिज	1633	0	29	50

1	2	3	4	5
कनिज (निरंतर)	1638	0	0	10
	1634	0	12	80
	1635	0	8	60
	1636	0	5	20
	1692	0	12	90
	1688	0	51	30
	1686	0	0	40
	1685	0	12	80
	1684	0	1	50
	1683	0	42	40
	1682/अ	0	1	70
	1804	0	1	70
	1805	0	4	00
	1807	0	8	70
	1806	0	6	90
	1808	0	13	60
	1801	0	10	50
	1816	0	2	00
	1817	0	45	53
	1818	0	5	30
	1800	0	0	30
	1785	0	9	10
	1786	0	1	50
	1784	0	6	40
	1770	0	0	20
	1771	0	15	70
	1772	0	3	50
	1777	0	19	10
	1775	0	8	80
	1848	0	4	80
	1849	0	5	30
	1852	0	12	80
कुल		3	64	93
2. रासका	345	0	22	40
	346	0	21	00
	390	0	1	60
	389	0	0	30
	388	0	23	27
	387/अ और ब	0	9	10
	400	0	25	30
	404/अ और ब	0	23	20
	403	0	4	10
	401	0	19	10
	402/अ और ब	0	10	30
	382	0	19	60
	384	0	3	70
	375	0	42	20
	381	0	8	09
	383	0	2	80

1	2	3	4	5
रासका (निरतर)	373	0	6	90
	374	0	35	70
	427	0	12	40
	428	0	17	10
	429	0	41	90
	442	0	35	50
	433	0	2	70
	441/अ और ब	0	26	10
	440	0	23	00
	436	0	85	40
	659	0	24	40
	660	0	18	90
	656	0	4	90
	657	0	3	30
	658	0	28	00
	654	0	33	50
कुल		6	35	76
3. रोहिता	81/अ	0	21	10
	26	0	6	80
	29/1	0	7	50
	29/2	0	5	60
	30	0	7	70
	38/1	0	20	90
	37/2	0	22	23
	40	0	24	80
	41	0	22	30
	42	0	20	80
	75/1	0	27	00
	105/1	0	14	40
	105/2	0	2	40
	105/3	0	8	70
	74	0	0	10
	106/1	0	3	60
	106/2	0	10	00
	110/1	0	19	80
	110/2	0	9	50
	111	0	34	80
	119	0	0	90
	118	0	32	60
	174	0	7	90
	173	0	6	30
	175	0	4	10
	182	0	15	20
	183	0	1	60
	180	0	21	30
	184	0	15	50
	185	0	3	60
	186	0	61	80
कुल		4	60	83

1	2	3	4	5
4. विज़र	449	0	2	70
	454	0	12	70
	453	0	23	27
	451	0	8	90
	452	0	6	80
	431	0	20	60
	430	0	24	40
	433	0	12	50
	421	0	24	50
	422	0	5	40
	420	0	46	80
	419	0	2	60
	272	0	19	10
	271	0	16	60
	274	0	3	90
	270	0	19	10
	275	0	15	50
	276	0	14	30
	255	0	8	00
	252	0	21	10
	253	0	16	90
	249	0	32	60
	248	0	10	20
	247-अ/ब	0	9	70
	245	0	16	70
	244	0	15	40
	225/अ	0	10	30
	80	0	0	70
	81	0	3	60
	85	0	4	70
	86	0	8	40
	87	0	13	00
	88	0	6	00
	89	0	7	10
	90	0	2	40
	92	0	0	50
	91	0	7	08
	207	0	41	70
	202	0	14	90
	201	0	7	10
	200	0	9	70
	199	0	10	50
	198	0	21	40
	197	0	18	30
	188	0	4	90
	567/अ और ब	0	16	80
	186	0	31	70
	185	0	23	20

1	2	3	4	5
बिजर (विरंतर)	167/अ	0	13	15
	169	0	2	70
	171	0	18	90
	172/अ	0	41	00
<b>कुल</b>		<b>7</b>	<b>50</b>	<b>00</b>
5. घोडाज	409	0	30	20
	417	0	5	10
	416	0	14	00
	415	0	0	70
	424\अ और ब	0	36	40
	425	0	12	70
	429	0	38	30
	433	0	23	00
	442	0	26	70
	441	0	17	10
	66	0	19	30
	439	0	31	90
	477/अ	0	5	30
	488	0	9	10
	486	0	10	40
	485 अ और ब	0	60	00
	337	0	13	90
	336	0	8	90
	334	0	4	60
	340	0	9	40
	331	0	16	00
	329	0	13	60
	330	0	5	00
	328	0	6	80
<b>कुल</b>		<b>4</b>	<b>18</b>	<b>40</b>
6. कुना	100	0	68	00
	88/1	0	5	70
	99/1	0	38	00
	99/2	0	2	00
	96	0	23	40
	97	0	7	30
	93	0	55	40
	92/2प	0	21	50
	304/4	0	3	80
	304/5प	0	30	30
	305	0	28	60
	303	0	8	00
	302	0	2	80
	313	0	52	90
	314/1 और 2	0	25	90
	324	0	24	70
	325/1	0	15	20
	325/2/प	0	11	80
	325/2/प	0	11	40

1	2	3	4	5
कुना (निरंतर)	326/1	0	12	60
	326/2	0	8	30
	358/2	0	14	00
	357/2	0	13	70
	355	0	37	20
	352	0	70	90
	346	0	36	00
	362	0	2	10
	344/1	0	17	50
	344/2	0	10	90
	344/3	0	31	80
	343	0	22	90
	393/1	0	2	70
	393/2/1	0	7	95
	393/2/2	0	7	95
कुल		7	31	80
7. घोडासर	121	0	32	90
	120	0	28	80
	119	0	18	90
	118	0	9	40
	117	0	24	50
	116	0	37	10
	62	0	3	50
	63	0	21	70
	64	0	36	00
	66	0	15	40
	67	0	6	10
	71	0	32	20
	69	0	28	50
	72	0	17	80
	51	0	16	00
	50/2	0	42	40
	48	0	51	90
	35	0	92	40
	19	0	9	00
	20	0	12	90
कुल		6	37	40
8. शतरुडा	352	0	11	00
	351	0	29	00
	349	0	20	60
	347/1/2	0	1	90
	348	0	39	10
	320/1	0	23	00
	321	0	16	50
	322/2	0	14	00
	325/1/1	0	7	00
	325/1/ब	0	15	10
	325/2/1	0	2	20
	325/2/4	0	9	00

1	2	3	4	5
शतरुद्धा (निरंतर)	325/2/5	0	10	50
	6/1/अ/1	0	3	20
	293/2	0	2	30
	293/3	0	11	30
	281/1	0	12	10
	281/2	0	12	10
	279/1	0	2	30
	279/2	0	20	40
	280/1 और 2	0	5	70
	277/2	0	0	10
	232/1+2+3/1	0	9	30
	232/3/2+4+5	0	17	40
	234/1	0	3	80
	219/3	0	22	00
	219/4	0	2	10
	219/5	0	21	20
	219/6	0	11	00
	219/8	0	5	60
	218	0	12	20
	217/2	0	16	10
	197/2	0	0	40
	197/3	0	11	10
	197/4	0	8	80
	198/2	0	10	70
	198/1	0	8	20
	196	0	0	70
	181/1	0	0	80
	181/2	0	1	00
	180/1	0	0	20
	199	0	10	10
	201	0	21	80
	179/3	0	1	50
	179/4	0	3	00
	178/1	0	31	10
	178/3	0	42	70
	163/2	0	1	50
कुल		5	42	50
9. सारसवानी	186 का हीस्सा	0	6	90
	187/4	0	14	20
	187/5	0	8	40
	187/6	0	2	40
	187/7	0	4	05
	176/6	0	2	20
	189/1	0	10	70
	189/2	0	6	70
	188/1	0	6	20
	190/1	0	17	20
	190/2	0	3	40
	196/1	0	6	90



1	2	3	4	5
सारसवानी (निरंतर)	196/2	0	6	80
	195/1	0	1	50
	195/3	0	2	70
	195/4	0	4	50
	195/5	0	6	80
	195/6	0	1	20
	194	0	6	30
	214/2	0	10	90
	214/3	0	18	30
	214/4	0	7	80
	214/5	0	2	00
	215/1	0	11	70
	226/1	0	0	30
	226/2	0	39	50
	226/5	0	10	00
	226/6	0	4	50
	226/10	0	1	00
	225/5	0	9	50
	225/4	0	4	70
	224	0	27	70
	223/2	0	7	00
	223/1/प	0	10	60
	223/1/प	0	19	80
	231/4	0	11	90
	231/5	0	7	90
	231/6	0	3	40
	392/1	0	0	90
	392/6	0	18	60
	392/7	0	0	80
	392/5	0	14	90
	392/9	0	20	10
	393/6	0	1	20
	393/5	0	4	50
	393/4	0	41	70
	395/2+3	0	6	70
कुल		4	35	25
10. रुदन	528	0	19	40
	529	0	28	70
	570/अ	0	22	00
	533	0	8	70
	569	0	3	70
	568	0	10	70
	565	0	2	80
	534	0	7	40
	564	0	20	90
	559	0	12	10
	541	0	2	60
	553	0	4	60
	554	0	3	20

1	2	3	4	5
रुदन (निरंतर)	556	0	5	30
	552	0	5	06
	551	0	2	10
	11	0	14	20
	9	0	12	10
	14	0	25	10
	15	0	11	70
	16	0	3	40
	25	0	2	10
	26	0	4	90
	24	0	7	00
	29	0	7	70
	30	0	2	70
	31	0	27	20
	65	0	14	80
	66	0	13	30
	67	0	12	30
	64	0	25	50
	63	0	28	50
	94	0	0	10
	62	0	6	00
	95	0	11	20
	96	0	25	00
	96/अ	0	8	60
	196	0	26	30
	103	0	19	00
	104	0	10	00
	105	0	26	50
	111	0	21	50
	112	0	25	00
	189	0	9	40
	188	0	36	90
	187	0	0	60
	113	0	3	30
	115	0	36	40
	116	0	37	70
	123	0	0	30
	122	0	7	50
	117	0	5	30
	118	0	22	30
	119	0	18	50
	120	0	0	20
	1272/अ और ब	0	21	60
	1271	0	32	30
	1227	0	39	80
	1226	0	8	30
	1225	0	6	50
	1222	0	2	70

1	2	3	4	5
रुदन (निरंतर)	1223	0	8	10
	1221	0	18	50
	1219	0	17	10
<b>कुल</b>		<b>8</b>	<b>83</b>	<b>26</b>

[ फा. सं. एल/14014/11/2002-जी.पी. ]

स्वामी सिंह, निदेशक

New Delhi, the 14th August, 2002

S. O. 2620.— Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.371 dated the 1st February 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of regassified liquefied natural gas through the Jamnagar-Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public from 2<sup>nd</sup> April, 2002 to 7<sup>th</sup> May, 2002;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And further whereas the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited. free from all encumbrances

<b>SCHEDULE</b>
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Taluka : KHEDA

District : KHEDA

State : Gujarat

Name of the Village	Survey No.	AREA		
		Hectare	Are	Sq.Mtr.
1	2	3	4	5
1. DHARODA	300/P	0	88	10
	303 P	0	52	10
	307/4A	0	26	20
	307/5A	0	15	70
	307/A/1	0	46	50
	307/A/2	0	15	00
	307/A/3	0	13	10
	308/A/8	0	16	30
	305	0	0	90
	314/A/3	0	30	40
	314/A/4	0	25	60
	322	0	28	90
	323/1	0	58	40
	323/2	0	18	90
	324/2	0	35	00
	324/1	0	25	90
	8	0	29	40
	7/1	0	31	80
	7/2	0	7	80
	7/3	0	0	70
	9/3	0	22	50
	9/4	0	11	30
	9/2	0	0	60
	59	0	16	10
	33/3	0	36	70
	33/4	0	20	30
	33/1	0	3	70
	33/2	0	50	70
	34	0	1	00
	31	0	18	90
	36	0	2	40
	29/4	0	14	80
	29/3	0	28	90
	29/1	0	2	30
	29/2	0	17	70
	17/4	0	23	20
	17/3	0	33	70
	17/2	0	8	00
	18/2	0	0	20
	19/15	0	20	10
	19/14	0	0	70
	23	0	36	70

1	2	3	4	5
DHARODA (Cont'd)	22	0	31	60
	20	0	2	50
	21	0	48	60
<b>TOTAL</b>		<b>10</b>	<b>19</b>	<b>80</b>
2. KATHWADA	935	0	37	20
	932	0	19	30
	936	0	13	30
	931	0	38	50
	925	0	27	90
	918	0	55	60
	862	0	30	40
	863	0	7	00
	864	0	14	80
	865	0	10	50
	874	0	43	40
	873	0	10	70
	871	0	18	40
	831/1	0	17	20
	831/2	0	5	10
	832	0	4	70
	830	0	26	30
	828	0	27	40
	813	0	20	80
	814/B	0	0	60
	644	0	13	30
	643	0	21	80
	650	0	1	00
	651	0	11	30
	652	0	21	20
	656/A/B	0	51	90
	659/B	0	52	90
	621	0	12	70
	620	0	28	20
	619	0	1	00
	617	0	0	20
	618	0	9	11
	598	0	7	00
	599	0	10	50
	600	0	7	60
	603	0	4	70
	601	0	8	40
	602	0	15	40
	579	0	57	50
	577	0	2	90
	576	0	0	20
	575	0	0	20
	574	0	22	40
	608/B	0	12	30
<b>TOTAL</b>		<b>8</b>	<b>2</b>	<b>81</b>

1	2	3	4	5
3. NAVAGAM	1285	0	21	80
	1290	0	20	50
	1287	0	17	80
<b>TOTAL</b>		<b>0</b>	<b>60</b>	<b>10</b>
4. PINGLAJ	175	0	0	50
	174	0	2	60
	177	0	1	50
	178	0	34	60
	235	0	28	70
	237	0	0	90
	238	0	27	90
	239	0	2	20
	240	0	22	90
	241	0	0	50
	257	0	17	50
	253	0	5	40
	256	0	3	30
	254	0	18	10
	251	0	10	50
	340	0	39	30
	341	0	9	40
	344	0	29	30
	345	0	10	80
	357	0	0	60
<b>TOTAL</b>		<b>2</b>	<b>66</b>	<b>50</b>
5. KANERA	272	0	10	90
	273	0	9	38
	270	0	32	70
	274	0	15	00
<b>TOTAL</b>		<b>0</b>	<b>67</b>	<b>98</b>
6. BIDAJ	819	0	22	00
	822	0	13	70
	820	0	11	30
	832	0	2	50
	842	0	0	30
	833	0	12	90
	841	0	16	30
	840	0	2	90
	839	0	10	30
	838	0	6	00
	848	0	14	70
	849	0	27	50
	869	0	3	80
	708	0	0	80
	703	0	0	60
	967	0	23	80
	966	0	11	70
	962	0	83	00
	1100/1/2	1	67	90
	1101	0	8	50

1	2	3	4	5
BIDAJ (Cont'd)	1140	0	39	60
	1137	0	42	10
	1120/A/B	0	34	90
	1132	0	81	80
	1121	0	0	90
	1124	0	13	70
	1123	0	69	60
<b>TOTAL</b>		<b>7</b>	<b>23</b>	<b>10</b>
7. SARSA	455	0	53	30
	452/1	0	11	30
	456	0	15	70
	457	0	17	50
	451	0	23	80
	362	0	71	20
<b>TOTAL</b>		<b>1</b>	<b>92</b>	<b>80</b>
8. MAHIJ	1301/A	0	27	80
	1305	0	11	90
	1306	0	16	50
	1303	0	12	50
	1304	0	1	20
	1311	0	58	50
	1313	0	1	60
	1312/A	0	15	10
	1345	0	55	40
	1346	0	15	00
	1347	0	7	20
	1354	0	22	50
	1353	0	36	60
	1357	0	50	80
	1369/P	0	20	00
	1368	0	11	40
	1364	0	8	80
	1367	0	19	30
	1365	0	9	20
	1642	0	25	80
	1639	0	29	80
	1640	0	1	00
	1528	0	63	90
	1529	0	24	20
	1507	0	48	30
	1536	0	4	30
	1506	0	32	20
	1550	0	1	90
	1551	0	19	90
	1552	0	26	40
	1553	0	1	50
	1565	0	23	70
	1564	0	28	90
	1567	0	32	70
	1562	0	7	80
	1561	0	3	90

1	2	3	4	5
MAHIJ (Cont'd)	1888	0	37	80
	1809	0	26	50
	1898	0	25	50
	1912	0	10	90
	1897	0	16	90
	1925	0	21	20
	1926	0	3	10
	1927	0	17	10
	1928	0	4	50
	1929	0	5	70
	1930	0	5	70
	1882	0	42	70
	1876	0	24	80
	1877	0	11	20
	1875	0	34	40
	1874	0	2	00
	85	0	21	50
	86	0	40	00
	84	0	6	10
	89	0	39	20
	99	0	44	90
<b>TOTAL</b>		<b>12</b>	<b>19</b>	<b>20</b>

Taluka : KATHLAL

District : KHEDA

State : Gujarat

Name of the Village	Survey No.	AREA		
		Hectare	Are	Sq.Mtr.
1	2	3	4	5
1. BHANER	754	0	2	50
	755	0	52	50
	750	0	7	50
	749	0	57	70
	759	0	6	90
	760	0	18	00
	761	0	49	60
	685	0	0	60
	682	0	5	00
	681/A&B	0	4	20
	684	0	15	20
	680	0	45	50
	679	0	7	10
	675+676	0	6	60
	677	0	2	02
	678	0	11	70
	674	0	14	40
	694	0	4	80
	695	0	29	30
	702	0	2	90
	697	0	24	70
	699/A	0	39	00



1	2	3	4	5
BHANER (Cont'd)	658	0	1	80
	701	0	1	50
	656	0	26	00
	655	0	24	50
	654	0	9	10
	821	0	0	50
	822	0	15	90
	831	0	39	20
	832	0	27	10
	834	0	36	20
	829	0	18	30
	836	0	4	80
	837	0	19	80
	838	0	21	70
	839	0	13	90
<b>TOTAL</b>		<b>6</b>	<b>68</b>	<b>02</b>
2. GHOGAWADA	559/1+2+3+4	0	10	10
	566/1/1	0	54	80
	565/1 to 565/5	0	8	00
	279	0	20	50
	285/1+2+3	0	45	60
	284/1	0	12	10
	283	0	0	80
	293	0	17	90
	292/1+2	0	11	30
	307	0	29	40
	306/1+2	0	39	46
	305	0	35	30
	302/1	0	32	00
	302/2+3	0	7	60
	303/1	0	35	90
	242	0	0	60
	241	0	21	10
	236/1	0	34	30
	235	0	29	90
	233/1	0	16	90
	233/2	0	5	80
	234/2	0	13	70
	229	0	21	30
	228/1	0	0	10
	230/2	0	16	90
	227	0	22	50
	219	0	18	80
<b>TOTAL</b>		<b>6</b>	<b>62</b>	<b>66</b>

Taluka : MEHMDABAD

District : KHEDA

State : Gujarat

Name of the Village	Survey No.	AREA		
		Hectare	Are	Sq.Mtr.
1	2	3	4	5
1 KANIJ	1633	0	29	50

1	2	3	4	5
KANIJ (Cont'd)	1638	0	0	10
	1634	0	12	80
	1635	0	8	60
	1636	0	5	20
	1692	0	12	90
	1688	0	51	30
	1686	0	0	40
	1685	0	12	80
	1684	0	1	50
	1683	0	42	40
	1682/A	0	1	70
	1804	0	1	70
	1805	0	4	00
	1807	0	8	70
	1806	0	6	90
	1808	0	13	60
	1801	0	10	50
	1816	0	2	00
	1817	0	45	53
	1818	0	5	30
	1800	0	0	30
	1785	0	9	10
	1786	0	1	50
	1784	0	6	40
	1770	0	0	20
	1771	0	15	70
	1772	0	3	50
	1777	0	19	10
	1775	0	8	80
	1848	0	4	80
	1849	0	5	30
	1852	0	12	80
<b>TOTAL</b>		<b>3</b>	<b>64</b>	<b>93</b>
2. RASKA	345	0	22	40
	346	0	21	00
	390	0	1	60
	389	0	0	30
	388	0	23	27
	387/A&B	0	9	10
	400	0	25	30
	404/A&B	0	23	20
	403	0	4	10
	401	0	19	10
	402/A&B	0	10	30
	382	0	19	60
	384	0	3	70
	375	0	42	20
	381	0	8	09
	383	0	2	80

1	2	3	4	5
RASKA (Cont'd)	373	0	6	90
	374	0	35	70
	427	0	12	40
	428	0	17	10
	429	0	41	90
	442	0	35	50
	433	0	2	70
	441/A&B	0	26	10
	440	0	23	00
	436	0	85	40
	659	0	24	40
	660	0	18	90
	656	0	4	90
	657	0	3	30
	658	0	28	00
	654	0	33	50
<b>TOTAL</b>		<b>6</b>	<b>35</b>	<b>76</b>
3. ROHISA	81/A	0	21	10
	26	0	6	80
	29/1	0	7	50
	29/2	0	5	60
	30	0	7	70
	38/1	0	20	90
	37/2	0	22	23
	40	0	24	80
	41	0	22	30
	42	0	20	80
	75/1	0	27	00
	105/1	0	14	40
	105/2	0	2	40
	105/3	0	8	70
	74	0	0	10
	106/1	0	3	60
	106/2	0	10	00
	110/1	0	19	80
	110/2	0	9	50
	111	0	34	80
	119	0	0	90
	118	0	32	60
	174	0	7	90
	173	0	6	30
	175	0	4	10
	182	0	15	20
	183	0	1	60
	180	0	21	30
	184	0	15	50
	185	0	3	60
	186	0	61	80
<b>TOTAL</b>		<b>4</b>	<b>60</b>	<b>83</b>

1	2	3	4	5
4. JINJAR	449	0	2	70
	454	0	12	70
	453	0	23	27
	451	0	8	90
	452	0	6	80
	431	0	20	60
	430	0	24	40
	433	0	12	50
	421	0	24	50
	422	0	5	40
	420	0	46	80
	419	0	2	60
	272	0	19	10
	271	0	16	60
	274	0	3	90
	270	0	19	10
	275	0	15	50
	276	0	14	30
	255	0	8	00
	252	0	21	10
	253	0	16	90
	249	0	32	60
	248	0	10	20
	247-A/B	0	9	70
	245	0	16	70
	244	0	15	40
	225/A	0	10	30
	80	0	0	70
	81	0	3	60
	85	0	4	70
	86	0	8	40
	87	0	13	00
	88	0	6	00
	89	0	7	10
	90	0	2	40
	92	0	0	50
	91	0	7	08
	207	0	41	70
	202	0	14	90
	201	0	7	10
	200	0	9	70
	199	0	10	50
	198	0	21	40
	197	0	18	30
	188	0	4	90
	567/A&B	0	16	80
	186	0	31	70
	185	0	23	20

1	2	3	4	5
JINJAR (cont'd)	167/A	0	13	15
	169	0	2	70
	171	0	18	90
	172/A	0	41	00
<b>TOTAL</b>		<b>7</b>	<b>50</b>	<b>00</b>
5. MODAJ	409	0	30	20
	417	0	5	10
	416	0	14	00
	415	0	0	70
	424A&B	0	36	40
	*425	0	12	70
	429	0	38	30
	433	0	23	00
	442	0	26	70
	441	0	17	10
	66	0	19	30
	439	0	31	90
	477/A	0	5	30
	488	0	9	10
	486	0	10	40
	485 A&B	0	60	00
	337	0	13	90
	336	0	8	90
	334	0	4	60
	340	0	9	40
	331	0	16	00
	329	0	13	60
	330	0	5	00
	328	0	6	80
<b>TOTAL</b>		<b>4</b>	<b>18</b>	<b>40</b>
6. KUNA	100	0	68	00
	88/1	0	5	70
	99/1	0	38	00
	99/2	0	2	00
	96	0	23	40
	97	0	7	30
	93	0	55	40
	92/2P	0	21	50
	304/4	0	3	80
	304/5P	0	30	30
	305	0	28	60
	303	0	8	00
	302	0	2	80
	313	0	52	90
	314/1&2	0	25	90
	324	0	24	70
	325/1	0	15	20
	325/2/P	0	11	80
	325/2/P	0	11	40

1	2	3	4	5
KUNA (Cont'd)	326/1	0	12	60
	326/2	0	8	30
	358/2	0	14	00
	357/2	0	13	70
	355	0	37	20
	352	0	70	90
	346	0	36	00
	362	0	2	10
	344/1	0	17	50
	344/2	0	10	90
	344/3	0	31	80
	343	0	22	90
	393/1	0	2	70
	393/2/1	0	7	95
	393/2/2	0	7	95
<b>TOTAL</b>		<b>7</b>	<b>31</b>	<b>80</b>
7. GHODASAR	121	0	32	90
	120	0	28	80
	119	0	18	90
	118	0	9	40
	117	0	24	50
	116	0	37	10
	62	0	3	50
	63	0	21	70
	64	0	36	00
	66	0	15	40
	67	0	6	10
	71	0	32	20
	69	0	28	50
	72	0	17	80
	51	0	16	00
	50/2	0	42	40
	48	0	51	90
	35	0	92	40
	19	0	9	00
	20	0	12	90
<b>TOTAL</b>		<b>6</b>	<b>37</b>	<b>40</b>
8. SHATRUDA	352	0	11	00
	351	0	29	00
	349	0	20	60
	347/1/2	0	1	90
	348	0	39	10
	320/1	0	23	00
	321	0	16	50
	322/2	0	14	00
	325/1/1	0	7	00
	325/1/B	0	15	10
	325/2/1	0	2	20
	325/2/4	0	9	00

1	2	3	4	5
SHATRUDA (Cont'd)	325/2/5	0	10	50
	6/1/A/1	0	3	20
	293/2	0	2	30
	293/3	0	11	30
	281/1	0	12	10
	281/2	0	12	10
	279/1	0	2	30
	279/2	0	20	40
	280/1&2	0	5	70
	277/2	0	0	10
	232/1+2+3/1	0	9	30
	232/3/2+4+5	0	17	40
	234/1	0	3	80
	219/3	0	22	00
	219/4	0	2	10
	219/5	0	21	20
	219/6	0	11	00
	219/8	0	5	60
	218	0	12	20
	217/2	0	16	10
	197/2	0	0	40
	197/3	0	11	10
	197/4	0	8	80
	198/2	0	10	70
	198/1	0	8	20
	196	0	0	70
	181/1	0	0	80
	181/2	0	1	00
	180/1	0	0	20
	199	0	10	10
	201	0	21	80
	179/3	0	1	50
	179/4	0	3	00
	178/1	0	31	10
	178/3	0	42	70
	163/2	0	1	50
<b>TOTAL</b>		<b>5</b>	<b>42</b>	<b>50</b>
9. SARASWANI	186 Part	0	6	90
	187/4	0	14	20
	187/5	0	8	40
	187/6	0	2	40
	187/7	0	4	05
	176/6	0	2	20
	189/1	0	10	70
	189/2	0	6	70
	188/1	0	6	20
	190/1	0	17	20
	190/2	0	3	40
	196/1	0	6	90

1	2	3	4	5
SARASWANI (Cont'd)	196/2	0	6	80
	195/1	0	1	50
	195/3	0	2	70
	195/4	0	4	50
	195/5	0	6	80
	195/6	0	1	20
	194	0	6	30
	214/2	0	10	90
	214/3	0	18	30
	214/4	0	7	80
	214/5	0	2	00
	215/1	0	11	70
	226/1	0	0	30
	226/2	0	39	50
	226/5	0	10	00
	226/6	0	4	50
	226/10	0	1	00
	225/5	0	9	50
	225/4	0	4	70
	224	0	27	70
	223/2	0	7	00
	223/1/P	0	10	60
	223/1/P	0	19	80
	231/4	0	11	90
	231/5	0	7	90
	231/6	0	3	40
	392/1	0	0	90
	392/6	0	18	60
	392/7	0	0	80
	392/5	0	14	90
	392/9	0	20	10
	393/6	0	1	20
	393/5	0	4	50
	393/4	0	41	70
	395/2+3	0	6	70
<b>TOTAL</b>		<b>4</b>	<b>35</b>	<b>25</b>
10. RUDAN	528	0	19	40
	529	0	28	70
	570/A	0	22	00
	533	0	8	70
	569	0	3	70
	568	0	10	70
	565	0	2	80
	534	0	7	40
	564	0	20	90
	559	0	12	10
	541	0	2	60
	553	0	4	60
	554	0	3	20



1	2	3	4	5
RUDAN (Cont'd)	556	0	5	30
	552	0	5	06
	551	0	2	10
	11	0	14	20
	9	0	12	10
	14	0	25	10
	15	0	11	70
	16	0	3	40
	25	0	2	10
	26	0	4	90
	24	0	7	00
	29	0	7	70
	30	0	2	70
	31	0	27	20
	65	0	14	80
	66	0	13	30
	67	0	12	30
	64	0	25	50
	63	0	28	50
	94	0	0	10
	62	0	6	00
	95	0	11	20
	96	0	25	00
	96/A	0	8	60
	196	0	26	30
	103	0	19	00
	104	0	10	00
	105	0	26	50
	111	0	21	50
	112	0	25	00
	189	0	9	40
	188	0	36	90
	187	0	0	60
	113	0	3	30
	115	0	36	40
	116	0	37	70
	123	0	0	30
	122	0	7	50
	117	0	5	30
	118	0	22	30
	119	0	18	50
	120	0	0	20
	1272/A&B	0	21	60
	1271	0	32	30
	1227	0	39	80
	1226	0	8	30
	1225	0	6	50
	1222	0	2	70

1	2	3	4	5
RUDAN (Cont'd)	1223	0	8	10
	1221	0	18	50
	1219	0	17	10
<b>TOTAL</b>		<b>8</b>	<b>83</b>	<b>26</b>

[No. L.14014/11/2002 G.P.]  
SWAMI SINGH, Director

नई दिल्ली, 14 अगस्त, 2002

का. आ. 2621.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1381 तारीख 23 अप्रैल, 2002 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 23 मई, 2002 और 24 मई, 2002 को उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि जो इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है पाइपलाइन बिछाने के लिए अपेक्षित है में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी शिखरों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

## अनुसूची

तहसील: कालापीपल	जिला:शाजापुर	राज्य: मध्य प्रदेश		
गाँव का नाम	क्षेत्रफल			
	सर्वे नंबर	हेक्टर	आरे	सि-आरे
1	2	3	4	5
1.पोचानेर	3539	0	22	90
प.ह.नं.30/1	3546	0	16	50
	3542,3543	0	12	80
	3540	0	04	20
	3499	0	56	10
	3466	0	00	90
	3545	0	13	00
	3552/1/2	0	33	30
	3555/1	0	09	00
	3555/2	0	17	30
	3553/1	0	01	00
	3553/2	0	01	50
	3553/3	0	02	00
	3553/4	0	03	00
	3553/5	0	07	80
	3541/2/1	0	01	00
	3541/2/2	0	00	50
	3541/1/2	0	03	90
	3501/1/1	0	04	50
	3501/1/2	0	11	00
	3501/2/1	0	12	70
	3501/2/2	0	04	00
	3502/1/1	0	52	40
	3502/3	0	02	00
2.सुकलिया	504	0	18	70
प.ह.नं. 43	512/1	0	13	50
	514/2	0	23	40
3.रणायल	5/1	0	01	60
प.ह.नं. 44	4/3	0	36	00
4.हरुखेड़ी	104-105,106,316/1	0	57	12
प.ह.नं. 43	116,117	0	03	04
	315/2-353/1	0	25	65
	315/1	0	28	83
	313-314,332-333,352/1	0	85	09



1	2	3	4	5
गाढरा खेड़ी (निरंतरक्ष)	553	0	42	50
	524	0	33	60
	543	0	10	30
	540/2	0	34	00
	539/1	0	27	20
	371/2	0	17	20
	537/5	0	00	20
	367	0	00	20
	369	0	07	60
	368	0	08	40
	401/1	0	00	90
	423	0	00	80
	571/1	0	41	40
	572/1	0	16	80
	523/2	0	03	10
	542/1	0	21	40
	552/1	0	17	90
	557/1	0	40	00
	557/2	0	12	90
6. खमलाय	977	0	33	20
प.ह.नं. 42	979	0	15	30
	978	0	05	90
	990	0	33	70
	826	0	20	00
	266	0	15	90
	264	0	21	00
	282	0	48	30
	404	0	07	50
	429	0	03	20
	430	0	28	90
	1020	0	07	08
	464	0	25	00
	227/2	0	01	40
	935	0	03	60
	912/1	0	22	60
	824/3	0	29	30
	265	0	07	00
	237/1	0	28	10
	232/1-232/2	0	25	60
	465/2	0	00	60

1	2	3	4	5
खमलाय (निरंतरद्ध)	989 मिन	0	32	80
	989 मिन	0	02	00
	987/4	0	61	80
	987/5	0	07	00
	460/1	0	28	20
	460/3-460/5	0	06	00

[ फा. सं. एल/14014/24/2002-जी.पी. ]

स्वामी सिंह, निदेशक

New Delhi, the 14th August, 2002

S. O. 2621.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.1381, dated the 23<sup>rd</sup> April, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of regassified liquefied natural gas through the Jamnagar-Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on 23<sup>rd</sup> and 24<sup>th</sup> day of May, 2002;

And, whereas, the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And further, whereas, the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

**SCHEDULE**

<b>Tehsil: Kalapipal</b>	<b>District: Shajapur</b>	<b>State: Madhya Pradesh</b>		
<b>Name of the Village</b>			<b>AREA</b>	
	<b>Survey No</b>	<b>Hectare</b>	<b>Are</b>	<b>C-Are</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1. PAUNCHANER</b>	3539	0	22	90
<b>P.C.NO – 39/1</b>	3546	0	16	50
	3542,3543	0	12	80
	3540	0	04	20
	3499	0	56	10
	3466	0	00	90
	3545	0	13	00
	3552/1/2	0	33	30
	3555/1	0	09	00
	3555/2	0	17	30
	3553/1	0	01	00
	3553/2	0	01	50
	3553/3	0	02	00
	3553/4	0	03	00
	3553/5	0	07	80
	3541/2/1	0	01	00
	3541/2/2	0	00	50
	3541/1/2	0	03	90
	3501/1/1	0	04	50
	3501/1/2	0	11	00
	3501/2/1	0	12	70
	3501/2/2	0	04	00
	3502/1/1	0	52	40
	3502/3	0	02	00
<b>2. SUKLIYA</b>	504	0	18	70
<b>P.C.NO – 43</b>	512/1	0	13	50
	514/2	0	23	40
<b>3. RANAYAL</b>	5/1	0	01	60
<b>P.C.NO – 44</b>	4/3	0	36	00
<b>4. HARUKHEDI</b>	104-105,106,316/1	0	57	12
<b>P.C.NO – 43</b>	116,117	0	03	04
	315/2-353/1	0	25	65
	315/1	0	28	83
	313-314,332-333,352/1	0	85	09

1	2	3	4	5
<b>HARUKHEDI (Cont'd)</b>	108/3-111/2, 114/1, 221, 222, 229, 230, 231, 232, 233, 307-308, 309-311-312, 316/2, 370/186, 389/309	0	61	74
	113/1, 287-288-290, 289, 306/2	0	40	40
	137, 148, 151/1-175-176, 151/2-152-153, 169, 170, 171, 172, 173-177, 282, 283, 284-285-286	0	50	82
	257/2	0	19	39
	136/1, 136/3, 136/4, 146, 147, 149, 257/1, 369/147, 382/11	1	73	71
	154, 155/1, 155/2-157-158-159, 156, 160, 161, 162, 163, 164, 165-166-167, 168, 253, 254, 255, 257/3-258-267-266	0	54	00
	21, 24, 223, 224-225, 226, 227, 234, 235, 236, 191/1, 198, 228	0	36	03
	33/1/1-119/1-120/1, 97, 124-125, 187/2, 195, 191/2, 218/1, 291, 391/209/2	0	20	79
	8/3, 9/2-10/2, 12, 19/2-20/2, 51/1-52/1-53/1, 57, 74/2, 220, 237	0	24	64
	213/1, 212, 216, 217, 238, 367/238	0	86	70
<b>5. GADRAKHEDI</b>	366	0	24	80
<b>P.C.NO – 39/2</b>	372/1	0	24	50
	400	0	09	90
	399	0	11	50
	398	0	07	70
	417	0	09	90
	576	0	11	10



1	2	3	4	5
<b>GADRAKHEDI (Cont'd)</b>	553	0	42	50
	524	0	33	60
	543	0	10	30
	540/2	0	34	00
	539/1	0	27	20
	371/2	0	17	20
	537/5	0	00	20
	367	0	00	20
	369	0	07	60
	368	0	08	40
	401/1	0	00	90
	423	0	00	80
	571/1	0	41	40
	572/1	0	16	80
	523/2	0	03	10
	542/1	0	21	40
	552/1	0	17	90
	557/1	0	40	00
	557/2	0	12	90
<b>6. KHAMLIYA</b>	977	0	33	20
<b>P.C.NO- 42</b>	979	0	15	30
	978	0	05	90
	990	0	33	70
	826	0	20	00
	266	0	15	90
	264	0	21	00
	282	0	48	30
	404	0	07	50
	429	0	03	20
	430	0	28	90
	1020	0	07	08
	464	0	25	00
	227/2	0	01	40
	935	0	03	60
	912/1	0	22	60
	824/3	0	29	30
	265	0	07	00
	237/1	0	28	10
	232/1-232/2	0	25	60
	465/2	0	00	60

1	2	3	4	5
<b>KHAMLIYA (Cont'd)</b>	<b>989 Min</b>	<b>0</b>	<b>32</b>	<b>80</b>
	989 Min	0	02	00
	987/4	0	61	80
	987/5	0	07	00
	460/1	0	28	20
	460/3-460/5	0	06	00

[No. L.14014/24/2002 G.P.]  
SWAMI SINGH, Director

नई दिल्ली, 16 अगस्त, 2002

य. का. आ. 2622.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का. आ. 2961 तारीख 2.11.2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट राजस्थान राज्य की तहसील नसीराबाद, जिला अजमेर की भूमि में, सलाथा-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों की संवर्द्धन के कार्यान्वयन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा राजस्थान राज्य में चाकसू से होकर गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 13 नवम्बर 2001 को उपलब्ध करा दी गई थी ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार का अर्जित किया जाता है ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

## अनुसूची

तहसील : नसीराबाद		जिला : अजमेर	राज्य : राजस्थान		
गाँव का नाम	खसरा सं.	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
अन्सरी	829	0	00	20	
	831	0	05	53	
	832/2	0	06	76	
	833	0	04	63	
	834/2	0	13	90	
	836	0	03	66	
	838	0	29	45	
बनेवड़ा	32/1	0	06	18	
	32/2	0	12	10	
	35	0	13	96	
	35/1	0	05	51	
	37/1	0	05	69	
	37/2	0	10	59	
	38	0	11	84	
	43/1	0	07	55	
	1399	0	14	73	
	1278	0	01	16	
	1279/1	0	04	09	
	1280	0	03	14	
	1282	0	03	78	
	1285	0	03	36	
	1284	0	03	11	
	1215/1	0	00	20	
	1215/2	0	00	58	
	1204	0	13	63	
	1213	0	00	20	
	1205	0	00	20	

1	2	3	4	5
	1207	0	06	44
	1208	0	04	93
	1209	0	00	20
	1162	0	06	18
	1161	0	07	46
	1167	0	04	36
	946 मिन	0	00	20
	948	0	04	89
	938	0	00	90
	939	0	09	79
	928	0	01	76
	936	0	02	45
	930	0	05	66
	931	0	02	83
	921	0	03	21
	920	0	05	15
	908	0	03	11
	907	0	04	87
	901	0	00	99
	888	0	08	73
	887	0	00	20
	886	0	02	06
	885	0	04	60
	884	0	04	01
	883	0	14	41
	500	0	09	26
	877	0	02	45
	876	0	03	81
	879	0	00	82
	880	0	00	20
	874/1	0	06	51
	873	0	02	27
	873/1	0	03	19

1	2	3	4	5
	871	0	05	38
	872/2	0	00	20
	822	0	01	31
	827	0	08	96
	843/1	0	12	77
	838/3	0	00	37
	839	0	03	41
	840/1	0	06	56
	836	0	00	20
अजबा का बाहिया	104	0	09	05
	103	0	10	55
	101	0	10	81
	100	0	03	71
	138	0	05	21
	139	0	09	01
	149	0	06	41
	148	0	03	86
	150	0	05	83
	146	0	01	43
	145	0	10	36
	215	0	08	38
	230	0	03	34
	229	0	06	46
	228	0	01	81
	227	0	04	19
	224	0	00	20
	225	0	10	91
	222	0	02	82
	221	0	06	44
	428/1	0	08	11
	428/2	0	00	80
	429/2	0	01	78

1	2	3	4	5
	429/1	0	10	16
	513/1	0	17	46
	514	0	00	71
	534/1	0	02	14
	516	0	17	11
	518	0	14	61
	519	0	14	43
	520	0	00	20
	529	0	01	91
	528	0	07	61
	521	0	11	73
	522	0	05	59
	500	0	00	20
बाघसूरी	460	0	06	82
	462	0	02	31
	459	0	03	99
	467	0	07	72
	468	0	07	59
	469	0	06	22
	470	0	06	69
	474	0	03	86
	465	0	01	16
	496	0	07	46
	502/1	0	09	27
थोलादांता (बुबानिया)	118/2	0	22	27
	155	0	05	88
	154	0	00	20
	156	0	08	31
	153	0	00	20
	151	0	00	20
	157	0	05	47
	160	0	02	83
	159	0	05	98

1	2	3	4	5
	161	0	10	58
	162	0	00	75
	604	0	03	99
	605	0	09	27
	607	0	04	99
	611	0	26	91
	614/3142	0	16	43
	614/3145	0	00	94
	614/3143	0	12	87
	581	0	22	53
	579/1	0	16	86
	616	0	16	28
	627	0	00	71
	621	0	02	41
	626	0	12	07
	624	0	07	08
	623	0	09	40
	639	0	06	56
	640	0	05	79
बुलानिया	764/3	0	11	67
	764/2	0	08	69
	3021/1	0	24	58
	3020/2	0	16	55
	3020/3	0	11	70
	3019	0	17	05
	3018	0	10	05
	767	0	05	28
	779	0	07	60
	778	0	02	89
	772	0	07	97
	774	0	01	93
	775	0	03	35
	776	0	06	05

1	2	3	4	5
	777/2	0	04	78
	802	0	00	20
	804	0	04	15
	2282	0	15	16
	2304	0	03	28
	2283/2	0	08	30
	2297	0	06	38
	2284	0	00	25
	2285/2	0	09	40
	2290	0	06	40
	2287	0	02	45
	2288	0	10	94
	2327	0	02	33
	2241	0	01	13
	2240	0	12	19
	2238	0	08	08
	2237	0	00	88
	2219	0	07	70
	2218	0	00	22
	2220	0	07	98
	2207	0	05	15
	2208	0	03	76
	2198	0	00	20
	2201	0	12	03
	2428	0	10	07
	2429	0	01	92
	2430	0	00	20
मोतीपुरा	119	0	13	51
	117	0	04	38
	121	0	00	59
	122	0	07	52
	116	0	02	00
	115	0	11	90



1	2	3	4	5
	108	0	19	76
	107	0	02	20
	106	0	05	60
	105	0	01	80
	101	0	12	18
	142	0	10	24
	144	0	07	06
	143	0	10	88
	146	0	01	54
	179	0	19	54
	171	0	00	20
	181	0	00	89
	213	0	23	52
	291	0	22	81
	304	0	12	39
	317	0	04	19
	318	0	13	72
	322	0	02	49
	323	0	05	96
	324	0	07	38
	325	0	01	72
	327	0	00	24
	437	0	05	58
	429	0	00	20
	428	0	05	26
	406	0	23	21
	404	0	06	67
	403	0	00	79
	397	0	00	31
	396	0	06	15
	409	0	00	20
	410	0	00	29

1	2	3	4	5
	414	0	05	10
	395	0	02	32
	388	0	07	63
	385	0	07	21
घाट	40	0	03	42
	49	0	01	80
	55	0	03	28
	54	0	09	78
	53	0	07	72
	57	0	01	99
	52	0	01	03
	30	0	04	14
	29	0	02	20
	28	0	02	49
	15	0	00	20
	27	0	04	99
	21 मिन	0	06	42
	87	0	03	92
	85	0	09	09
	82	0	09	62
	79	0	02	99
जगपुरा	332	0	08	11
	331	0	13	64
	321	0	01	99
थोलादांता (दिराङ्ग)	435	0	02	19
	433	0	00	88
	438	0	08	77
	444	0	05	19
	416	0	08	11
	447	0	06	26
	449	0	00	20
	448	0	01	67
	415	0	07	31

1	2	3	4	5
	455	0	00	25
	457	0	04	05
	465	0	00	20
	458	0	03	02
	464	0	00	71
	459	0	03	08
	460	0	00	78
	462	0	00	20
	461	0	05	53
	588	0	07	11
	602	0	00	20
	814	0	01	20
	752	0	00	39
	813	0	05	04
	812	0	00	88
	810	0	05	15
	802	0	09	72
	804	0	03	09
	803	0	05	08
	788	0	01	11
	785	0	12	11
	783 मिन	0	03	60
	786	0	11	26
देराहू	4110 मिन	0	00	71
	4109 मिन	0	01	85
	4101 मिन	0	09	37
	4100 मिन	0	08	47
	4099	0	09	36
	1098 मिन	0	08	66
	4092	0	03	36
	4091 मिन	0	01	43
	4090	0	07	70
	4088	0	05	25

1	2	3	4	5
	4048	0	09	30
	4046	0	06	16
	4056 मिन	0	00	39
	4045	0	00	47
	4057 मिन	0	02	70
	4059	0	08	75
	4062	0	03	45
	4063	0	00	22
	4067	0	00	63
	4066	0	06	06
	4065	0	04	40
	4069	0	06	89
	4071	0	08	05
	4070	0	00	44
	4429	0	00	20
	4428 मिन	0	02	16
	4426 मिन	0	05	84
	4425 मिन	0	06	16
	3435	0	03	60
	3435 मिन	0	00	20
	3437	0	02	41
	3440	0	00	82
	3438	0	00	20
	3439	0	01	58
	3450	0	04	59
	3449	0	01	31
	3453 मिन	0	04	49
	3454	0	05	67
	3455 मिन	0	08	25
	3459	0	00	20
	3456	0	05	67
	3457	0	07	48
	3245	0	06	07

1	2	3	4	5
	3249	0	00	69
	3248	0	06	21
	3250	0	08	08
	3230	0	03	74
	3251	0	02	82
	3229	0	09	21
	3228	0	05	34
	3254	0	01	83
	3258 मिन	0	14	10
	3261 मिन	0	02	25
	3262 मिन	0	03	60
	3263 मिन	0	03	93
	3264	0	04	12
	3176 मिन	0	19	39
	3175 मिन	0	01	65
	3177	0	15	96
	3178	0	08	26
	3170	0	05	35
	3125	0	19	37
	3124	0	06	18
	3123	0	05	28
	3122	0	08	24
	3127 मिन	0	03	64
	2924 मिन	0	13	90
	2923	0	00	29
	2922 मिन	0	09	11
	2901	0	08	60
	2902	0	08	88
	2903	0	08	11
	2904	0	06	18
	2905	0	06	32
	2915	0	00	31
	2908	0	13	96
	2909	0	06	18
	2911	0	00	20

1	2	3	4	5
	2910	0	05	60
	2861	0	07	27
	2860	0	08	11
	2857	0	06	95
	2813 मिन	0	01	50
	2731	0	04	27
	2730	0	02	92
	2727	0	03	28
	2726	0	05	84
	2725	0	05	38
	2724	0	02	32
	2723 मिन	0	02	45
	2719	0	02	45
	2706	0	00	42
	2707	0	06	71
	2709	0	23	42
	2710	0	07	70
सनोद	3619	0	15	20
	3647	0	12	70
	3646	0	04	55
	3644	0	10	68
	3643	0	13	17
	3638	0	18	69
	3640	0	02	82
	3577	0	17	59
	3575	0	13	26
	3571	0	18	60
	3486	0	20	79
	3487	0	08	90
	3488	0	21	62
	3504	0	08	78
	3503	0	01	23
	3501	0	06	30
	3502	0	04	44
	4602	0	02	90
	4609	0	01	09

1	2	3	4	5
	4611	0	07	08
	4612	0	01	02
	4613	0	03	65
	4626	0	04	96
	4625	0	06	44
	4637	0	17	09
	4674	0	01	47
	4704	0	02	25
	4705	0	05	41
	4710	0	00	20
	4709	0	04	83
	4706	0	00	31
	4708	0	04	76
	4714	0	01	10
	4697	0	01	42
रामसर	5069	0	05	58
	5064	0	04	80
	5068	0	03	88
	5065	0	06	04
	5077	0	03	37
	5117	0	11	00
	5117 मिन	0	01	38
	5118	0	10	04
	5122	0	05	45
	5123	0	03	37
	5127	0	18	04
	5333	0	13	14
	5331	0	03	28
	5330	0	03	60
	5202	0	03	57
	5203	0	09	24
	5326 मिन	0	03	72
	5226	0	01	29
	5227	0	04	89

1	2	3	4	5
	5227 मिन	0	03	35
	5238	0	03	68
	5237	0	03	41
	5242	0	00	20
	5243	0	06	44
	5244	0	02	34
	5235	0	04	63
	5260	0	00	20
	5257	0	04	61
	5263	0	05	15
	5259	0	05	28
	7160 मिन	0	00	21
	7016	0	01	81
	7015	0	03	02
	7014	0	03	60
	7009	0	03	28
	7010	0	03	81
	7007	0	01	49
	7006	0	04	93
	7004	0	06	82
	7022 मिन	0	04	38
	7030	0	14	27
	7029	0	00	20
	7024	0	04	88
	7026	0	03	75
	7025	0	01	52
	7348	0	00	31
	7370	0	02	21
	7337	0	00	47
	7373	0	07	98
	7374	0	02	19
	7329	0	02	57
	7379	0	00	20
	7378	0	09	57
	7377	0	07	72
	7394	0	04	18



1	2	3	4	5
	7651	0	06	69
	7307	0	00	64
	7632	0	01	93
	7633	0	05	79
	7630	0	06	82
	7624	0	00	20
	7638	0	01	53
	7621	0	03	47
	7758	0	01	67
	7789	0	00	20
	7790	0	01	95
	7791	0	09	46
	7931	0	13	43
	7935	0	03	38
	7933	0	05	98
	7932	0	03	87
	7921	0	19	84
	7916	0	05	57
	7915	0	04	23
	7914	0	07	64
	7913	0	03	90
	7849/8224	0	05	40
	7879	0	04	14
	7878	0	01	26
	7876	0	03	12
	7875	0	03	48
	7873	0	01	88
	7872	0	04	23
	7854	0	03	97
	7869	0	00	61
	7868	0	05	40
	7856	0	05	86
	7867	0	00	20
	7866	0	05	88
	7858	0	00	26
	7859	0	06	50
	7860	0	06	60
	1907	0	06	73
	1853	0	19	40
	1851	0	19	93

1	2	3	4	5
भावशिया	1847	0	05	92
	1842	0	04	81
	295	0	06	40
	294	0	03	23
	293	0	00	20
	300	0	10	54
	298	0	00	20
	399	0	08	19
	398	0	02	34
	397	0	01	24
	396	0	01	62
	392	0	08	20
	393	0	09	35
	344	0	07	70
	331	0	00	23
	343	0	07	18
	342	0	02	54
	1498	0	02	02
	1499	0	05	36
	1502	0	02	48
	1501	0	03	90
	1504	0	05	23
	1505	0	00	75
	1507	0	06	34
	1525	0	10	43
	1524	0	01	20
	1526	0	00	59
	1523	0	08	85
	1527	0	00	84
	1521	0	00	20
	1534	0	06	67
	1533	0	01	05
	1537	0	05	59
	1539	0	14	09
	1564	0	00	98
	1540	0	00	36

1	2	3	4	5
	1563	0	00	31
	1553	0	10	81
	1541	0	00	20
	1552	0	11	25
	1551	0	00	49
	1547	0	06	51
नेपोली	2	0	37	18
सुरजपुरा	362	0	03	48
	363	0	15	21
	431	0	08	91
	429	0	04	10
	433	0	03	38
	448	0	06	11
	447	0	01	04
	399	0	01	51
	452	0	00	20
	398	0	02	52
	455	0	00	94
	456	0	03	23
	458	0	03	64
	463	0	00	55
	678	0	00	20
	680	0	01	53
	805	0	02	93
	813	0	06	18
	816	0	16	29
	820	0	04	26
	821	0	04	45
	1046	0	01	87
	1043	0	12	22

[ फा. सं. आर-25011/39/2001-ओ.आर-I ]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 16th August, 2002

**S. O. 2622.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2961 dated 02.11.2001 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land in Tehsil : Nasirabad , District : Ajmer in Rajasthan State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat & Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project ;

And whereas, copy of the said notification was made available to the general public on 13.11.2001

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
ANSARI	829	0	00	20	
	831	0	05	53	
	832/2	0	06	76	
	833	0	04	63	
	834/2	0	13	90	
	836	0	03	66	
	838	0	29	45	
	32/1	0	06	18	
BANEWARA	32/2	0	12	10	
	35	0	13	96	
	35/1	0	05	51	
	37/1	0	05	69	
	37/2	0	10	59	
	38	0	11	84	
	43/1	0	07	55	
	1399	0	14	73	
	1278	0	01	16	
	1279/1	0	04	09	
	1280	0	03	14	
	1282	0	03	78	
	1285	0	03	36	
	1284	0	03	11	
	1215/1	0	00	20	
	1215/2	0	00	58	
	1204	0	13	63	
	1213	0	00	20	
	1205	0	00	20	

1	2	3	4	5
	1207	0	06	44
	1208	0	04	93
	1209	0	00	20
	1162	0	06	18
	1161	0	07	46
	1167	0	04	36
	946 Min	0	00	20
	948	0	04	89
	938	0	00	90
	939	0	09	79
	928	0	01	76
	936	0	02	45
	930	0	05	66
	931	0	02	83
	921	0	03	21
	920	0	05	15
	908	0	03	11
	907	0	04	87
	901	0	00	99
	888	0	08	73
	887	0	00	20
	886	0	02	06
	885	0	04	60
	884	0	04	01
	883	0	14	41
	500	0	09	26
	877	0	02	45
	876	0	03	81
	879	0	00	82
	880	0	00	20
	874/1	0	06	51
	873	0	02	27
	873/1	0	03	19

1	2	3	4	5
	871	0	05	38
	872/2	0	00	20
	822	0	01	31
	827	0	08	96
	843/1	0	12	77
	838/3	0	00	37
	839	0	03	41
	840/1	0	06	56
	836	0	00	20
AJBA-KA-BARIYA	104	0	09	05
	103	0	10	55
	101	0	10	81
	100	0	03	71
	138	0	05	21
	139	0	09	01
	149	0	06	41
	148	0	03	86
	150	0	05	83
	146	0	01	43
	145	0	10	36
	215	0	08	38
	230	0	03	34
	229	0	06	46
	228	0	01	81
	227	0	04	19
	224	0	00	20
	225	0	10	91
	222	0	02	82
	221	0	06	44
	428/1	0	08	11
	428/2	0	00	80
	429/2	0	01	78

1	2	3	4	5
	429/1	0	10	16
	513/1	0	17	46
	514	0	00	71
	534/1	0	02	14
	516	0	17	11
	518	0	14	61
	519	0	14	43
	520	0	00	20
	529	0	01	91
	528	0	07	61
	521	0	11	73
	522	0	05	59
	500	0	00	20
<b>BAGHSURI</b>	460	0	06	82
	462	0	02	31
	459	0	03	99
	467	0	07	72
	468	0	07	59
	469	0	06	22
	470	0	06	69
	474	0	03	86
	465	0	01	16
	496	0	07	46
	502/1	0	09	27
<b>DHOLADANTA (BUBANIYA)</b>	118/2	0	22	27
	155	0	05	88
	154	0	00	20
	156	0	08	31
	153	0	00	20
	151	0	00	20
	157	0	05	47
	160	0	02	83
	159	0	05	98



1	2	3	4	5
	161	0	10	58
	162	0	00	75
	604	0	03	99
	605	0	09	27
	607	0	04	99
	611	0	26	91
	614/3142	0	16	43
	614/3145	0	00	94
	614/3143	0	12	87
	581	0	22	53
	579/1	0	16	86
	616	0	16	28
	627	0	00	71
	621	0	02	41
	626	0	12	07
	624	0	07	08
	623	0	09	40
	639	0	06	56
	640	0	05	79
BUBANIYA	764/3	0	11	67
	764/2	0	08	69
	3021/1	0	24	58
	3020/2	0	16	55
	3020/3	0	11	70
	3019	0	17	05
	3018	0	10	05
	767	0	05	28
	779	0	07	60
	778	0	02	89
	772	0	07	97
	774	0	01	93
	775	0	03	35
	776	0	06	05

1	2	3	4	5
	777/2	0	04	78
	802	0	00	20
	804	0	04	15
	2282	0	15	16
	2304	0	03	28
	2283/2	0	08	30
	2297	0	06	38
	2284	0	00	25
	2285/2	0	09	40
	2290	0	06	40
	2287	0	02	45
	2288	0	10	94
	2327	0	02	33
	2241	0	01	13
	2240	0	12	19
	2238	0	08	08
	2237	0	00	88
	2219	0	07	70
	2218	0	00	22
	2220	0	07	98
	2207	0	05	15
	2208	0	03	76
	2198	0	00	20
	2201	0	12	03
	2428	0	10	07
	2429	0	01	92
	2430	0	00	20
MOTIPURA	119	0	13	51
	117	0	04	38
	121	0	00	59
	122	0	07	52
	116	0	02	00
	115	0	11	90

1	2	3	4	5
	108	0	19	76
	107	0	02	20
	106	0	05	60
	105	0	01	80
	101	0	12	18
	142	0	10	24
	144	0	07	06
	143	0	10	88
	146	0	01	54
	179	0	19	54
	171	0	00	20
	181	0	00	89
	213	0	23	52
	291	0	22	81
	304	0	12	39
	317	0	04	19
	318	0	13	72
	322	0	02	49
	323	0	05	96
	324	0	07	38
	325	0	01	72
	327	0	00	24
	437	0	05	58
	429	0	00	20
	428	0	05	26
	406	0	23	21
	404	0	06	67
	403	0	00	79
	397	0	00	31
	396	0	06	15
	409	0	00	20
	410	0	00	29

1	2	3	4	5
	414	0	05	10
	395	0	02	32
	388	0	07	63
	385	0	07	21
CHAT	40	0	03	42
	49	0	01	80
	55	0	03	28
	54	0	09	78
	53	0	07	72
	57	0	01	99
	52	0	01	03
	30	0	04	14
	29	0	02	20
	28	0	02	49
	15	0	00	20
	27	0	04	99
	21 Min	0	06	42
	87	0	03	92
	85	0	09	09
	82	0	09	62
	79	0	02	99
JAGPURA	332	0	08	11
	331	0	13	64
	321	0	01	99
DHOLADANTA (DERATHOO)	435	0	02	19
	433	0	00	88
	438	0	08	77
	444	0	05	19
	416	0	08	11
	447	0	06	26
	449	0	00	20
	448	0	01	67
	415	0	07	31

1	2	3	4	5
	455	0	00	25
	457	0	04	05
	465	0	00	20
	458	0	03	02
	464	0	00	71
	459	0	03	08
	460	0	00	78
	462	0	00	20
	461	0	05	53
	588	0	07	11
	602	0	00	20
	814	0	01	20
	752	0	00	39
	813	0	05	04
	812	0	00	88
	810	0	05	15
	802	0	09	72
	804	0	03	09
	803	0	05	08
	788	0	01	11
	785	0	12	11
	783Min	0	03	60
	786	0	11	26
DERATHOO	4110 Min	0	00	71
	4109 Min	0	01	85
	4101 Min	0	09	37
	4100 Min	0	08	47
	4099	0	09	36
	4098 Min	0	08	66
	4092	0	03	36
	4091Min	0	01	43
	4090	0	07	70
	4088	0	05	25

1	2	3	4	5
	4048	0	09	30
	4046	0	06	16
	4056 Min	0	00	39
	4045	0	00	47
	4057 Min	0	02	70
	4059	0	08	75
	4062	0	03	45
	4063	0	00	22
	4067	0	00	63
	4066	0	06	06
	4065	0	04	40
	4069	0	06	89
	4071	0	08	05
	4070	0	00	44
	4429	0	00	20
	4428 Min	0	02	16
	4426 Min	0	05	84
	4425 Min	0	06	16
	3435	0	03	60
	3435 Min	0	00	20
	3437	0	02	41
	3440	0	00	82
	3438	0	00	20
	3439	0	01	58
	3450	0	04	59
	3449	0	01	31
	3453 Min	0	04	49
	3454	0	05	67
	3455 Min	0	08	25
	3459	0	00	20
	3456	0	05	67
	3457	0	07	48
	3245	0	06	07

1	2	3	4	5
	3249	0	00	69
	3248	0	06	21
	3250	0	08	08
	3230	0	03	74
	3251	0	02	82
	3229	0	09	21
	3228	0	05	34
	3254	0	01	83
	3258 Min	0	14	10
	3261 Min	0	02	25
	3262 Min	0	03	60
	3263 Min	0	03	93
	3264	0	04	12
	3176 Min	0	19	39
	3175 Min	0	01	65
	3177	0	15	96
	3178	0	08	26
	3170	0	05	35
	3125	0	19	37
	3124	0	06	18
	3123	0	05	28
	3122	0	08	24
	3127 Min	0	03	64
	2924 Min	0	13	90
	2923	0	00	29
	2922 Min	0	09	11
	2901	0	08	60
	2902	0	08	88
	2903	0	08	11
	2904	0	06	18
	2905	0	06	32
	2915	0	00	31
	2908	0	13	96
	2909	0	06	18
	2911	0	00	20

1	2	3	4	5
	2910	0	05	60
	2861	0	07	27
	2860	0	08	11
	2857	0	06	95
	2813 Min	0	01	50
	2731	0	04	27
	2730	0	02	92
	2727	0	03	28
	2726	0	05	84
	2725	0	05	38
	2724	0	02	32
	2723 Min	0	02	45
	2719	0	02	45
	2706	0	00	42
	2707	0	06	71
	2709	0	23	42
	2710	0	07	70
SANOD	3619	0	15	20
	3647	0	12	70
	3646	0	04	55
	3644	0	10	68
	3643	0	13	17
	3638	0	18	69
	3640	0	02	82
	3577	0	17	59
	3575	0	13	26
	3571	0	18	60
	3486	0	20	79
	3487	0	08	90
	3488	0	21	62
	3504	0	08	78
	3503	0	01	23
	3501	0	06	30
	3502	0	04	44
	4602	0	02	90
	4609	0	01	09



1	2	3	4	5
	4611	0	07	08
	4612	0	01	02
	4613	0	03	65
	4626	0	04	96
	4625	0	06	44
	4637	0	17	09
	4674	0	01	
	4704	0	02	
	4705	0	05	
	4710	0	00	20
	4709	0	04	83
	4706	0	00	31
	4708	0	04	76
	4714	0	01	10
	4697	0	01	42
RAMSAR	5069	0	05	58
	5064	0	04	80
	5068	0	03	88
	5065	0	06	04
	5077	0	03	37
	5117	0	11	00
	5117 Min	0	01	38
	5118	0	10	04
	5122	0	05	45
	5123	0	03	37
	5127	0	18	04
	5333	0	13	14
	5331	0	03	28
	5330	0	03	60
	5202	0	03	57
	5203	0	09	24
	5326 Min	0	03	72
	5226	0	01	29
	5227	0	04	89

2448 SI/02-16

1	2	3	4	5
	5227 Min	0	03	35
	5238	0	03	68
	5237	0	03	41
	5242	0	00	20
	5243	0	06	44
	5244	0	02	34
	5235	0	04	63
	5260	0	00	20
	5257	0	04	61
	5263	0	05	15
	5259	0	05	28
	7160 Min	0	00	21
	7016	0	01	81
	7015	0	03	02
	7014	0	03	60
	7009	0	03	28
	7010	0	03	81
	7007	0	01	49
	7006	0	04	93
	7004	0	06	82
	7022 Min	0	04	38
	7030	0	14	27
	7029	0	00	20
	7024	0	04	88
	7026	0	03	75
	7025	0	01	52
	7348	0	06	31
	7370	0	02	21
	7337	0	00	47
	7373	0	07	98
	7374	0	02	19
	7329	0	02	57
	7379	0	00	20
	7378	0	09	57
	7377	0	07	72
	7394	0	04	18

1	2	3	4	5
	7651	0	06	69
	7307	0	00	64
	7632	0	01	93
	7633	0	05	79
	7630	0	06	82
	7624	0	00	20
	7638	0	01	53
	7621	0	03	47
	7758	0	01	67
	7789	0	00	20
	7790	0	01	95
	7791	0	09	46
	7931	0	13	43
	7935	0	03	38
	7933	0	05	98
	7932	0	03	87
	7921	0	19	84
	7916	0	05	57
	7915	0	04	23
	7914	0	07	64
	7913	0	03	90
	7849/8224	0	05	40
	7879	0	04	14
	7878	0	01	26
	7876	0	03	12
	7875	0	03	48
	7873	0	01	88
	7872	0	04	23
	7854	0	03	97
	7869	0	00	61
	7868	0	05	40
	7856	0	05	86
	7867	0	00	20
	7866	0	05	88
	7858	0	00	26
	7859	0	06	50
	7860	0	06	60
	1907	0	06	73
	1853	0	19	40
	1851	0	19	93

1	2	3	4	5
	1847	0	05	92
	1842	0	04	81
MAWSHIIYA	295	0	06	40
	294	0	03	23
	293	0	00	20
	300	0	10	54
	298	0	00	20
	399	0	08	19
	398	0	02	34
	397	0	01	24
	396	0	01	62
	392	0	08	20
	393	0	09	35
	344	0	07	70
	331	0	00	23
	343	0	07	18
	342	0	02	54
	1498	0	02	02
	1499	0	05	36
	1502	0	02	48
	1501	0	03	90
	1504	0	05	23
	1505	0	00	75
	1507	0	06	34
	1525	0	10	43
	1524	0	01	20
	1526	0	00	59
	1523	0	08	85
	1527	0	00	84
	1521	0	00	20
	1534	0	06	67
	1533	0	01	05
	1537	0	05	59
	1539	0	14	09
	1564	0	00	98
	1540	0	00	36

1	2	3	4	5
	1563	0	00	31
	1553	0	10	81
	1541	0	00	20
	1552	0	11	25
	1551	0	00	49
	1547	0	06	51
NEPOLI	2	0	37	18
SURAJPURA	362	0	03	48
	363	0	15	21
	431	0	08	91
	429	0	04	10
	433	0	03	38
	448	0	06	11
	447	0	01	04
	399	0	01	51
	452	0	00	20
	398	0	02	52
	455	0	00	94
	456	0	03	23
	458	0	03	64
	463	0	00	55
	678	0	00	20
	680	0	01	53
	805	0	02	93
	813	0	06	18
	816	0	16	29
	820	0	04	26
	821	0	04	45
	1046	0	01	87
	1043	0	12	22

[No. R-25011/39/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 16 अगस्त, 2002

का. आ. 2623.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2360 तारीख 10.09.2001 द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत एवं चाकसू-मथुरा सेक्शनों की संवर्द्धन परियोजना हेतु अपरिष्कृत तेल का परिवहन करने के प्रयोजन के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू होते हुए हरियाणा राज्य में पानीपत तक पाइपलाइन बिछाने हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट तहसील बाली, जिला पाली, राज्य राजस्थान की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियाँ साधारण जनता को तारीख 21.09.2001 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

## अनुसूची

तहसील : बाली		जिला : पाली		राज्य : राजस्थान	
गाँव का नाम	खसरा सं.	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
नाना	263	0	17	42	
	239	0	17	94	
	233	0	12	45	
	211	0	07	10	
	223	0	00	34	
	222	0	09	23	
	221	0	06	92	
	220	0	17	03	
	219	0	15	52	
	217	0	05	59	
	216	0	16	38	
	199	0	12	22	
	200	0	05	20	
	193	0	16	77	
	194	0	06	50	
	184	0	07	02	
	114	0	09	49	
	118	0	10	61	
	119	0	18	46	
	121	0	18	33	
	122	0	25	03	
	123	0	02	73	
	125	0	17	55	
	127	0	12	94	
	52	0	13	00	
	52/4094	0	10	74	
	49	0	16	06	
	42	0	13	91	
	41	0	12	22	
	506	0	26	46	
	546	0	29	12	
	547	0	02	08	
	548	0	10	73	
	587	0	04	14	

1	2	3	4	5
	586	0	04	81
	585	0	13	47
	589	0	06	57
	590	0	07	67
	591	0	01	82
	672	0	17	18
	673	0	05	26
	678	0	01	00
	677	0	31	96
	676	0	12	23
चामुण्डेरी	2875	0	06	96
	2876	0	04	42
	2871	0	01	45
	2870	0	00	22
	2863	0	02	85
	2867	0	03	61
	2866	0	02	41
	2865	0	03	07
	2864	0	04	16
	2852	0	27	17
	2846	0	17	03
	2709	0	08	13
	2707	0	13	00
	2705	0	19	50
	2701	0	26	65
	2671	0	03	19
	2552	0	29	60
	2551	0	20	99
	2561	0	11	85
	2546	0	28	80
	2542	0	00	20
	2541	0	04	83
वीरमपुरा	1562	0	01	82
	1564	0	08	77
	1565	0	05	51
	1566	0	02	66
	1759	0	01	47



1	2	3	4	5
	1567	0	00	20
	1761	0	14	82
	1762	0	06	82
	1763	0	08	35
	1767	0	08	25
	1775	0	18	50
	1790	0	11	56
	1792	0	05	20
	1793	0	04	63
	1796	0	09	64
	1874	0	03	30
	1873	0	07	80
	1801	0	05	20
	1804	0	05	27
	1806	0	09	50
	1864	0	07	09
	1858	0	20	21
	1810	0	00	20
	1857	0	07	35
	1946	0	06	08
	1947	0	06	11
	1851	0	19	83
	1850	0	04	49
	1849	0	04	03
	1848	0	07	80
	1847	0	11	90
	1844/4716	0	06	76
	1844	0	02	73
	1842	0	06	31
	1840	0	06	56
	1839	0	06	63
	1837	0	11	96
	1836	0	03	19
	1830	0	00	21
	1831	0	04	21
	2004	0	04	68
	2005	0	07	00

1	2	3	4	5
	2006	0	06	44
	2011	0	07	46
	2010	0	01	25
	2022	0	10	53
	2024	0	12	78
	2028	0	08	49
भन्दर	1381	0	12	09
	1380	0	11	03
	1382	0	00	27
	1378	0	12	85
	1377	0	12	81
	1373	0	10	65
	1372	0	01	89
	1303	0	16	20
	948	0	00	32
	871	0	06	70
	869	0	04	68
	868	0	03	71
	859	0	02	09
	860	0	04	15
	856	0	05	33
	847	0	04	75
	846	0	00	78
	845	0	06	63
	841	0	04	75
	840	0	05	07
	831	0	07	22
	830	0	00	20
	829	0	07	01
	822	0	00	74
	807	0	00	20
	804	0	17	99
	805	0	04	96
	801	0	05	20
	800	0	03	68
	792	0	01	00

1	2	3	4	5
	793	0	04	81
	791	0	06	24
	783	0	03	59
	636	0	00	20
	782	0	01	41
	638	0	00	87
	637	0	00	69
	781	0	01	09
	780	0	03	12
	639	0	00	50
	778	0	04	09
	775	0	08	73
	644	0	06	13
	646	0	05	12
	648	0	04	50
	649	0	05	55
	650	0	05	70
	653	0	06	52
	658	0	05	81
	663	0	04	71
	664	0	04	92
	669	0	11	42
	670	0	07	90
	671	0	07	59
	683	0	03	61
	682	0	21	21
	681	0	00	51
कुलटिथि	57	0	03	24
	56	0	11	48
	55	0	10	75
	54	0	00	20
	51	0	04	75
	52	0	00	44
	50	0	00	40
	49	0	04	58
	47	0	01	12
	48	0	02	24
	22	0	03	06
	21	0	02	73

1	2	3	4	5
कोठार	20	0	02	47
	19	0	03	77
	17	0	01	11
	822	0	01	33
	820	0	09	48
	790	0	04	91
	792	0	03	71
	793	0	07	80
	799	0	00	45
	794	0	02	09
	795	0	07	17
	785	0	25	46
बेडा	1267	0	02	38
	1282	0	00	20
	1281	0	00	64
	1268	0	01	40
	1280	0	02	27
	1269	0	00	20
	1279	0	03	64
	1270	0	01	40
	1278	0	03	54
	1271	0	00	20
	1274	0	07	67
	1273	0	01	24
	1251	0	07	22
	1252	0	04	10
	1248	0	03	71
	1247	0	02	99
	1246	0	03	19
	1244	0	09	23
	1240	0	01	24
	1236	0	16	71
	1224	0	01	04
	1223	0	05	40
	1221	0	07	80
	1222	0	00	20
	1212	0	00	78
	1206	0	00	72
	1209	0	06	70

1	2	3	4	5
	1208	0	08	39
	1202	0	16	45
	717	0	15	51
	719	0	05	09
	711	0	08	73
	689	0	00	58
	710	0	08	78
	696	0	06	95
	697	0	02	67
	698	0	12	03
	622	0	03	25
	625	0	02	00
	624	0	11	16
	623	0	11	54
	620	0	14	16
	619	0	07	87
	559	0	16	58
	564	0	22	01
	565	0	26	66
	563	0	10	31
	528	0	41	40
	527	0	12	18
	441	0	21	26
	499	0	07	85
	500	0	01	35
	513	0	11	70
	785	0	10	76
	797	0	17	88
	797/1 मिन	0	00	53
	852	0	05	72
	853	0	08	82
	851	0	23	42
	876	0	03	63
	877	0	22	48
	849	0	18	30
	847	0	08	63
	846	0	01	63
	842	0	02	13

1	2	3	4	5
	841	0	14	84
	935	0	03	42
	3669/4767	0	09	22
	3669/4768	0	21	20
	3669	0	37	14
	3670	0	26	49
	3671	0	03	16
	3672	0	27	65
	3674	0	18	97
	3676	0	06	61
	3678	0	05	43
	3677	0	15	84
	3740	0	15	28
	3742	0	21	27
	3741	0	00	20
	3749	0	00	20
	3752	0	33	10
	3751	0	07	68
	3754	0	12	26
	3755/4964	0	53	91
	3773/1	0	09	18
	3773/2	0	16	58
	3773	0	10	08
	3790/4748	0	38	13
	3790/4963	0	00	47
भादुब्द	849	0	03	66
	834	0	13	89
	835	0	02	29
	842	0	12	22
	516	0	10	43
	518	0	18	19
	530	0	13	37
	528	0	00	20
	527	0	00	98
	544	0	06	51
	525	0	13	21
	549	0	12	13
	551	0	03	91

1	2	3	4	5
	552	0	05	97
	553	0	05	18
	554	0	05	79
	555	0	06	90
	573	0	06	39
	571	0	06	92
	572	0	59	43
	798	0	00	89
	792	0	00	23
	793	0	03	85
	789	0	12	14
	669	0	14	53
	670	0	06	49
	671	0	01	83
	686	0	02	82
	685	0	05	34
	674	0	02	72
	675	0	06	43
	677	0	00	42
	753	0	07	16
	704	0	15	71
	703	0	08	42
	707	0	30	79
	243	0	07	58
	242	0	04	96
	244	0	04	79
	248	0	15	15
	249	0	00	20
	251	0	00	40
	253	0	03	51
	252	0	01	95
	254	0	00	59
	255	0	00	20
	261	0	12	25
	260	0	03	47
	267	0	03	24
	268	0	07	29
	266	0	00	35
	280	0	07	00

1	2	3	4	5
	281	0	00	20
	286	0	08	78
	290	0	03	18
	285	0	03	71
	298	0	00	33
	299	0	04	49
	300	0	07	35
	144	0	01	59
	301	0	00	40
	143	0	05	80
	303	0	09	69
	304	0	01	63
	142	0	00	20
	141	0	06	07
	140	0	09	52
	1078	0	09	43
	1079	0	13	33
	1089	0	15	24
	1090	0	30	99
	1092	0	06	71
	1094	0	10	35
बीजापुर	158	0	00	73
	159	0	17	25
	156	0	22	17
	257	0	21	20
	258	0	11	20
	145	0	09	75
	148	0	00	20
	142	0	09	33
	330	0	13	45
	407	0	00	20
	331	0	10	46
	372	0	23	80
	402	0	11	87
	373	0	00	22
	379	0	26	59
	377	0	19	67



1	2	3	4	5
	621	0	15	55
	623	0	01	34
	695/1	0	32	73
	695 मिन	0	02	25
	696	0	13	52
	694	0	00	20
	697	0	10	40
	698	0	04	43
	692	0	01	17
	691	0	03	51
	690	0	03	60
	689	0	04	57
	688	0	03	7
	687	0	04	28
	686	0	07	20
	685	0	04	34
	684	0	02	90
	683/1	0	04	43
	682/1	0	03	64
	681	0	04	04
	680/1	0	04	16
	679	0	07	27
	678	0	02	60
	677	0	03	7
	676	0	04	21
	675	0	03	84
	674	0	04	52
	673	0	04	11
	672	0	07	64
	671	0	04	16
	670	0	03	85
	669	0	01	43
पादरला	553	0	08	66
	550	0	05	99
	544	0	05	57
	543	0	05	17
	542	0	04	56

1	2	3	4	5
	541	0	05	21
	538	0	11	23
	536	0	06	27
	531	0	07	80
	529	0	00	92
	530	0	00	39
	367	0	00	20
	366	0	14	44
	18	0	09	26
	21	0	09	77
	25	0	05	51
	24	0	00	90
	26	0	06	24
	27	0	01	93
	29	0	08	34
सेवाङ्गी	218	0	08	65
	217	0	08	28
	216	0	08	51
	312	0	05	33
	311	0	04	24
	314	0	03	61
	324	0	08	01
	315	0	05	21
	320	0	15	73
	176	0	12	22
	177	0	00	72
	171	0	10	40
	78	0	16	06
	83	0	12	87
	84	0	13	49
	498	0	15	76
	499	0	05	66
	500	0	07	67
	503	0	08	71
	545	0	08	58
	507	0	09	23
	509	0	04	49

1	2	3	4	5
	513	0	04	42
	514	0	03	73
	515	0	05	46
	516	0	05	29
	517	0	05	27
	518	0	04	22
	597	0	26	36
	598	0	01	08
	643	0	17	20
	958	0	05	75
	957	0	05	59
	956	0	06	37
	955	0	05	53
	954	0	06	50
	952	0	07	80
	951	0	06	63
	950	0	08	28
	882	0	00	37
	881	0	39	02
	878	0	09	10
	875	0	09	52
	870	0	10	27
	871	0	03	64
बारवा	509	0	18	72
	510	0	06	70
	505	0	12	87
	424	0	09	75
	426	0	00	56
	420	0	00	20
	427	0	20	63
	491	0	04	42
	490	0	00	20
	488	0	07	41
	487	0	08	52
	486	0	07	41
	477	0	01	43
	479	0	08	84

1	2	3	4	5
	480	0	01	21
	478	0	00	20
	481	0	12	13
	482	0	00	35
	653	0	03	64
	1094	0	06	24
	1095	0	10	73
	813	0	02	36
	810	0	00	24
	812	0	01	49
	816	0	09	30
	815	0	00	26
	823	0	00	81
	824	0	12	19
	1075	0	07	28
	1074	0	06	11
	1073	0	02	28
	830	0	10	66
	833	0	06	11
	834	0	10	40
	835	0	02	41
	729	0	04	55
	730	0	02	73
	718	0	02	08
	737	0	03	64
	735	0	01	43
	745	0	07	54
	744	0	04	55
	743	0	13	07
	756	0	04	23
	742	0	12	03
	757	0	06	45
	758	0	00	23
पातावा	31	0	31	07
लुनावा	182	0	06	37
	183	0	21	49
	184	0	15	35
	185	0	10	31
	200	0	07	92

1	2	3	4	5
सेसली	210	0	00	90
	210/1	0	05	13
	205	0	08	71
	204	0	08	02
	769	0	04	07
	773	0	00	20
	774	0	01	38
	768	0	00	48
	775	0	07	00
	759	0	00	40
	758	0	00	75
	776	0	00	20
	777	0	26	36
	815	0	00	20
	811	0	06	56
	810	0	06	44
	965	0	03	80
	966	0	17	48
	967	0	03	73
	968	0	07	20
	969	0	08	35
	974	0	22	82
	840	0	07	72
	962	0	02	22
	963	0	21	67
	958	0	17	19
	959	0	02	26
	960	0	18	89
	845	0	07	27
	846	0	00	20
	847	0	02	86
	947	0	09	13
	856	0	14	56
	854	0	16	12
	860	0	08	45

1	2	3	4	5
पुनाडिया	507	0	08	39
	531	0	10	83
	523	0	10	69
	524	0	00	36
	522	0	00	20
	517	0	09	78
	362	0	00	91
	364	0	10	77
	363	0	00	62
	367	0	08	79
	340	0	01	95
	338	0	42	09
	334	0	11	96
	333	0	08	06
	244	0	04	60
	245	0	19	50
	250	0	12	63
	249	0	00	58
	260	0	16	70
	261	0	14	48
	281	0	05	36
	286	0	11	42
	287	0	06	41
कोटवालिया	1045	0	19	07
	1057	0	17	05
	1056	0	21	58
	1060	0	07	16
	1077	0	02	45
	1076	0	05	92
	1075	0	10	58
	1074	0	08	92
	1109	0	00	64
	1110	0	06	48
	1113	0	10	59
	1114	0	00	20

1	2	3	4	5
	1112	0	05	12
	1117	0	03	32
	1176	0	17	62
	1128	0	03	95
	991	0	03	72
	990	0	02	98
	980	0	06	40
	983	0	06	85
	982	0	05	81
	985	0	06	02
	725	0	06	15
	726	0	09	33
	729	0	11	10
	730	0	01	90
	723	0	05	46
	734	0	02	20
	735	0	01	61
	697	0	00	32
	700	0	17	66
	699	0	05	46
	657	0	17	62
	642	0	14	26
	655	0	01	86
	644	0	12	94
	649	0	00	34
	648	0	19	77
	646	0	14	82
सादलवा	88	0	01	37
	87	0	04	10
	86	0	02	02
	85	0	03	32
	84	0	02	99
	83	0	04	29
	82	0	03	77
	81	0	01	97

1	2	3	4	5
	80	0	00	20
	241	0	00	20
	239	0	05	20
	238	0	06	76
	236	0	00	24
	237	0	10	94
	213	0	04	88
	216/313	0	13	78
	216	0	09	04
	217	0	09	49
	220	0	09	82
	196	0	10	14
	182	0	10	66
	181	0	06	10
	180	0	02	11
	161	0	39	72
	153	0	21	71
	152	0	01	04
	144	0	00	20
	145	0	22	80
टीपरी	493	0	45	44
	485	0	31	20
	484	0	29	64
	473	0	33	15
	470	0	10	21
	469	0	06	18
	468	0	07	93
	467	0	07	80
	466	0	07	67
मुन्डारा	1	0	08	27
भीटवाड़ा	347/1	0	18	33
	343	0	55	25
	278	0	13	66
	935	0	47	29
	934	0	18	49



1	2	3	4	5
	942	0	00	48
	897	0	05	74
	894	0	06	99
	893	0	00	20
	892	0	04	88
	891	0	01	53
	890	0	08	79
	889	0	00	50
	990	0	01	
	991	0	08	
	760	0	06	31
	773	0	09	42
	777	0	06	12
	778	0	03	03
	779	0	01	38
	780	0	01	05
	784	0	05	82
	783	0	01	20
	785	J	00	40
	788	0	02	98
	787	0	04	68
	792	0	10	21
	794	0	06	71
	797	0	07	02
	801	0	05	59
	802	0	07	50
	803	0	01	24

[ फा. सं. आर-25011/33/2001-ओ.आर-I ]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 16th August, 2002

**S. O. 2623.—** Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2360 dated 10.09.2001 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land in Tehsil : Bali, District : Pali in Rajasthan State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat & Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project ;

And whereas, copy of the said notification was made available to the general public on 21.09.2001

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Tehsil : BALI		District : PALI		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
NANA	263	0	17	42	
	239	0	17	94	
	233	0	12	45	
	211	0	07	10	
	223	0	00	34	
	222	0	09	23	
	221	0	06	92	
	220	0	17	03	
	219	0	15	52	
	217	0	05	59	
	216	0	16	38	
	199	0	12	22	
	200	0	05	20	
	193	0	16	77	
	194	0	06	50	
	184	0	07	02	
	114	0	09	49	
	118	0	10	61	
	119	0	18	46	
	121	0	18	33	
	122	0	25	03	
	123	0	02	73	
	125	0	17	55	
	127	0	12	94	
	52	0	13	00	
	52/4094	0	10	74	
	49	0	16	06	
	42	0	13	91	
	41	0	12	22	
	506	0	26	46	
	546	0	29	12	
	547	0	02	08	
	548	0	10	73	
	587	0	04	14	

1	2	3	4	5
	586	0	04	81
	585	0	13	47
	589	0	06	57
	590	0	07	67
	591	0	01	82
	672	0	17	18
	673	0	05	26
	678	0	01	00
	677	0	31	96
	676	0	12	23
CHAMUNDERI	2875	0	06	96
	2876	0	04	42
	2871	0	01	45
	2870	0	00	22
	2863	0	02	85
	2867	0	03	61
	2866	0	02	41
	2865	0	03	07
	2864	0	04	16
	2852	0	27	17
	2846	0	17	03
	2709	0	08	13
	2707	0	13	00
	2705	0	19	50
	2701	0	26	65
	2671	0	03	19
	2552	0	29	60
	2551	0	20	99
	2561	0	11	85
	2546	0	28	80
	2542	0	00	20
	2541	0	04	83
VIRAMPURA	1562	0	01	82
	1564	0	08	77
	1565	0	05	51
	1566	0	02	66
	1759	0	01	47

1	2	3	4	5
	1567	0	00	20
	1761	0	14	82
	1762	0	06	82
	1763	0	08	35
	1767	0	08	25
	1775	0	18	50
	1790	0	11	56
	1792	0	05	20
	1793	0	04	68
	1796	0	09	64
	1874	0	03	30
	1873	0	07	80
	1801	0	05	20
	1804	0	05	27
	1806	0	09	50
	1864	0	07	09
	1858	0	20	21
	1810	0	00	20
	1857	0	07	35
	1946	0	06	08
	1947	0	06	11
	1851	0	19	83
	1850	0	04	49
	1849	0	04	03
	1848	0	07	80
	1847	0	11	90
	1844/4716	0	06	76
	1844	0	02	73
	1842	0	06	31
	1840	0	06	56
	1839	0	06	63
	1837	0	11	96
	1836	0	03	19
	1830	0	00	21
	1831	0	04	21
	2004	0	04	68
	2005	0	07	93

1	2	3	4	5
	2006	0	06	44
	2011	0	07	46
	2010	0	01	25
	2022	0	10	53
	2024	0	12	78
	2028	0	08	49
BHANDAR	1381	0	12	09
	1380	0	11	03
	1382	0	00	27
	1378	0	12	85
	1377	0	12	81
	1373	0	10	65
	1372	0	01	89
	1303	0	16	20
	948	0	00	32
	871	0	06	70
	869	0	04	68
	868	0	03	71
	859	0	02	09
	860	0	04	15
	856	0	05	33
	847	0	04	75
	846	0	00	70
	845	0	06	63
	841	0	04	75
	840	0	05	07
	831	0	07	22
	830	0	00	20
	829	0	07	01
	822	0	00	74
	807	0	00	20
	804	0	17	99
	805	0	04	96
	801	0	05	20
	800	0	03	68
	792	0	01	00

1	2	3	4	5
	793	0	04	81
	791	0	06	24
	783	0	03	59
	636	0	00	20
	782	0	01	41
	638	0	00	87
	637	0	00	69
	781	0	01	09
	780	0	03	12
	639	0	00	50
	778	0	04	09
	775	0	08	73
	644	0	06	13
	646	0	05	12
	648	0	04	50
	649	0	05	55
	650	0	05	70
	653	0	06	52
	658	0	05	81
	663	0	04	71
	664	0	04	92
	669	0	11	42
	670	0	07	90
	671	0	07	59
	683	0	03	61
	682	0	21	21
	681	0	00	51
KUMTIYA	57	0	03	24
	56	0	11	48
	55	0	10	75
	54	0	00	20
	51	0	04	75
	52	0	00	44
	50	0	00	40
	49	0	04	58
	47	0	01	12
	48	0	02	24
	22	0	03	06
	21	0	02	73

1	2	3	4	5
	20	0	02	47
	19	0	03	77
	17	0	01	11
KOTHAR	822	0	01	33
	820	0	09	48
	790	0	04	91
	792	0	03	71
	793	0	07	80
	799	0	00	45
	794	0	02	09
	795	0	07	17
	785	0	25	46
BERA	1267	0	02	38
	1282	0	00	20
	1281	0	00	64
	1268	0	01	40
	1280	0	02	27
	1269	0	00	20
	1279	0	03	64
	1270	0	01	40
	1278	0	03	54
	1271	0	00	20
	1274	0	07	67
	1273	0	01	24
	1251	0	07	22
	1252	0	04	10
	1248	0	03	71
	1247	0	02	99
	1246	0	03	19
	1244	0	09	23
	1240	0	01	24
	1236	0	16	71
	1224	0	01	04
	1223	0	05	40
	1221	0	07	80
	1222	0	00	20
	1212	0	00	78
	1206	0	00	72
	1209	0	06	70



1	2	3	4	5
	1208	0	08	39
	1202	0	16	45
	717	0	15	51
	719	0	05	09
	711	0	08	73
	689	0	00	58
	710	0	08	78
	696	0	06	95
	697	0	02	67
	698	0	12	03
	622	0	03	25
	625	0	02	00
	624	0	11	16
	623	0	11	54
	620	0	14	16
	619	0	07	87
	559	0	16	58
	564	0	22	01
	565	0	26	66
	563	0	10	31
	528	0	41	40
	527	0	12	18
	441	0	21	26
	499	0	07	85
	500	0	01	35
	513	0	11	70
	785	0	10	76
	797	0	17	88
	797/1Min	0	00	53
	852	0	05	72
	853	0	08	82
	851	0	23	42
	876	0	03	63
	877	0	22	48
	849	0	18	30
	847	0	08	63
	846	0	01	63
	842	0	02	13

2448 5/2/02 - 20

1	2	3	4	5
	841	0	14	84
	935	0	03	42
	3669/4767	0	09	22
	3669/4768	0	21	20
	3669	0	37	14
	3670	0	26	49
	3671	0	03	16
	3672	0	27	65
	3674	0	18	97
	3676	0	06	61
	3678	0	05	43
	3677	0	15	84
	3740	0	15	28
	3742	0	21	27
	3741	0	00	20
	3749	0	00	20
	3752	0	33	10
	3751	0	07	68
	3754	0	12	26
	3755/4964	0	53	91
	3773/1	0	09	18
	3773/2	0	16	58
	3773	0	10	08
	3790/4748	0	38	13
	3790/4963	0	00	47
BHATOOND	849	0	03	66
	834	0	13	89
	835	0	02	29
	842	0	12	22
	516	0	10	43
	518	0	18	19
	530	0	13	37
	528	0	00	20
	527	0	00	98
	544	0	06	51
	525	0	13	21
	549	0	12	13
	551	0	03	91

1	2	3	4	5
	552	0	05	97
	553	0	05	18
	554	0	05	79
	555	0	06	90
	573	0	06	39
	571	0	06	92
	572	0	59	43
	798	0	00	89
	792	0	00	23
	793	0	03	85
	789	0	12	14
	669	0	14	53
	670	0	06	49
	671	0	01	83
	686	0	02	82
	685	0	05	34
	674	0	02	72
	675	0	06	43
	677	0	00	42
	753	0	07	16
	704	0	15	71
	703	0	08	42
	707	0	30	79
	243	0	07	58
	242	0	04	96
	244	0	04	79
	248	0	15	15
	249	0	00	20
	251	0	00	40
	253	0	03	51
	252	0	01	95
	254	0	00	59
	255	0	00	20
	261	0	12	25
	260	0	03	47
	267	0	03	24
	268	0	07	29
	266	0	00	35
	280	0	07	00

1	2	3	4	5
	281	0	00	20
	286	0	08	78
	290	0	03	18
	285	0	03	71
	298	0	00	33
	299	0	04	49
	300	0	07	35
	144	0	01	59
	301	0	00	40
	143	0	05	80
	303	0	09	69
	304	0	01	63
	142	0	00	20
	141	0	06	07
	140	0	09	52
	1078	0	09	43
	1079	0	13	33
	1089	0	15	24
	1090	0	30	99
	1092	0	06	71
	1094	0	10	35
BEEJAPUR	158	0	00	73
	159	0	17	25
	156	0	22	17
	257	0	21	20
	258	0	11	20
	145	0	09	75
	148	0	00	20
	142	0	09	33
	330	0	13	45
	407	0	00	20
	331	0	10	46
	372	0	23	80
	402	0	11	87
	373	0	00	22
	379	0	26	59
	377	0	19	67

1	2	3	4	5
	621	0	15	55
	623	0	01	34
	695/1	0	32	73
	695Min	0	02	25
	696	0	13	52
	694	0	00	20
	697	0	10	40
	698	0	04	43
	692	0	01	46
	691	0	03	67
	690	0	03	60
	689	0	04	37
	688	0	03	47
	687	0	04	28
	686	0	07	20
	685	0	04	34
	684	0	02	90
	683/1	0	04	43
	682/1	0	03	64
	681	0	04	04
	680/1	0	04	16
	679	0	07	23
	678	0	02	60
	677	0	03	13
	676	0	04	36
	675	0	03	84
	674	0	04	52
	673	0	03	15
	672	0	07	64
	671	0	04	16
	670	0	03	85
	669	0	01	43
PADARLA	553	0	08	66
	550	0	05	99
	544	0	05	59
	543	0	05	15
	542	0	04	56

1	2	3	4	5
	541	0	05	21
	538	0	11	23
	536	0	06	27
	531	0	07	80
	529	0	00	92
	530	0	00	39
	367	0	00	20
	366	0	14	44
	18	0	09	26
	21	0	09	77
	25	0	05	51
	24	0	00	90
	26	0	06	24
	27	0	01	93
	29	0	08	34
SEWARI	218	0	08	65
	217	0	08	28
	216	0	08	51
	312	0	05	33
	311	0	04	24
	314	0	03	61
	324	0	08	01
	315	0	05	21
	320	0	15	73
	176	0	12	22
	177	0	00	72
	171	0	10	40
	78	0	16	06
	83	0	12	87
	84	0	13	49
	498	0	15	76
	499	0	05	66
	500	0	07	67
	503	0	08	71
	545	0	08	58
	507	0	09	23
	509	0	04	49

1	2	3	4	5
	513	0	04	42
	514	0	03	73
	515	0	05	46
	516	0	05	29
	517	0	05	27
	518	0	04	22
	597	0	26	36
	598	0	01	08
	643	0	17	20
	958	0	05	75
	957	0	05	59
	956	0	06	37
	955	0	05	53
	954	0	06	50
	952	0	07	80
	951	0	06	63
	950	0	08	28
	882	0	00	37
	881	0	39	02
	878	0	09	10
	875	0	09	52
	870	0	10	27
	871	0	03	64
BARWA	509	0	18	72
	510	0	06	70
	505	0	12	87
	424	0	09	75
	426	0	00	56
	420	0	00	20
	427	0	20	63
	491	0	04	42
	490	0	00	20
	488	0	07	41
	487	0	08	52
	486	0	07	41
	477	0	01	43
	479	0	08	84
	480	0	01	21
	478	0	00	20
	481	0	12	13
	482	0	00	35
	653	0	03	64
	1094	0	06	24

1	2	3	4	5
	1095	0	10	73
	813	0	02	36
	810	0	00	24
	812	0	01	49
	816	0	09	30
	815	0	00	26
	823	0	00	81
	824	0	12	19
	1075	0	07	28
	1074	0	06	11
	1073	0	02	28
	830	0	10	66
	833	0	06	11
	834	0	10	40
	835	0	02	41
	729	0	04	55
	730	0	02	73
	718	0	02	08
	737	0	03	64
	735	0	01	43
	745	0	07	54
	744	0	04	55
	743	0	13	07
	756	0	04	23
	742	0	12	03
	757	0	06	45
	758	0	00	23
PATAWA	31	0	31	07
LUNAWA	182	0	06	37
	183	0	21	49
	184	0	15	35
	185	0	10	31
	200	0	07	92
	210	0	00	90
	210/1	0	05	13
	205	0	08	71
	204	0	08	02
SESLI	769	0	04	07
	773	0	00	20
	774	0	01	38
	768	0	00	48
	775	0	07	00
	759	0	00	40



1	2	3	4	5
	758	0	00	75
	776	0	00	20
	777	0	26	36
	815	0	00	20
	811	0	06	56
	810	0	06	44
	965	0	03	80
	966	0	17	48
	967	0	03	73
	968	0	07	20
	969	0	08	35
	974	0	22	82
	840	0	07	72
	962	0	02	22
	963	0	21	67
	958	0	17	19
	959	0	02	26
	960	0	18	89
	845	0	07	27
	846	0	00	20
	847	0	02	86
	947	0	09	13
	856	0	14	56
	854	0	16	12
	860	0	08	45
	507	0	08	39
PUNADIYA	531	0	10	83
	523	0	10	69
	524	0	00	36
	522	0	00	20
	517	0	09	78
	362	0	00	91
	364	0	10	77
	363	0	00	62
	367	0	08	79
	340	0	01	95
	338	0	42	09
	334	0	11	96
	333	0	08	06
	244	0	04	60

1	2	3	4	5
	245	0	19	50
	250	0	12	63
	249	0	00	58
	260	0	16	70
	261	0	14	48
	281	0	05	36
	288	0	11	42
	287	0	06	41
KOTBALIYAN	1045	0	19	07
	1057	0	17	05
	1056	0	21	58
	1060	0	07	16
	1077	0	02	45
	1076	0	05	92
	1075	0	10	58
	1074	0	08	92
	1109	0	00	64
	1110	0	06	48
	1113	0	10	59
	1114	0	00	20
	1112	0	05	12
	1117	0	03	32
	1176	0	17	62
	1128	0	03	95
	991	0	03	72
	990	0	02	98
	980	0	06	40
	983	0	06	85
	982	0	05	81
	985	0	06	02
	725	0	06	15
	726	0	09	33
	729	0	11	10
	730	0	01	90
	723	0	05	46
	734	0	02	20
	735	0	01	61
	697	0	00	32
	700	0	17	66
	699	0	05	46

1	2	3	4	5
	657	0	17	62
	642	0	14	26
	655	0	01	86
	644	0	12	94
	649	0	00	34
	648	0	19	77
	646	0	14	82
<b>SADALWA</b>	88	0	01	37
	87	0	04	10
	86	0	02	02
	85	0	03	32
	84	0	02	99
	83	0	04	29
	82	0	03	77
	81	0	01	97
	80	0	00	20
	241	0	00	20
	239	0	05	20
	238	0	06	76
	236	0	00	24
	237	0	10	94
	213	0	04	88
	216/313	0	13	78
	216	0	09	04
	217	0	09	49
	220	0	09	82
	196	0	10	14
	182	0	10	66
	181	0	06	10
	180	0	02	11
	161	0	39	72
	153	0	21	71
	152	0	01	04
	144	0	00	20
	145	0	22	80
<b>TEEPRI</b>	493	0	45	44
	485	0	31	20
	484	0	29	64
	473	0	33	15
	470	0	10	21

1	2	3	4	5
	469	0	06	18
	468	0	07	93
	467	0	07	80
	466	0	07	67
MUNDARA	1	0	08	27
BHEETWARA	347/1	0	18	33
	343	0	55	25
	278	0	13	66
	935	0	47	29
	934	0	18	49
	942	0	00	48
	897	0	05	74
	894	0	06	99
	893	0	00	20
	892	0	04	88
	891	0	01	53
	890	0	08	79
	889	0	00	20
	990	0	01	01
	991	0	08	31
	760	0	06	31
	773	0	09	42
	777	0	06	18
	778	0	03	03
	779	0	01	38
	780	0	01	05
	784	0	05	82
	783	0	01	20
	785	0	00	40
	788	0	02	98
	787	0	04	68
	792	0	10	21
	794	0	06	71
	797	0	07	02
	801	0	05	59
	802	0	07	50
	803	0	01	24

[No. R-25011/33/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

( उपभोक्ता मामले विभाग )

( भारतीय मानक ब्यूरो )

नई दिल्ली, 2 अगस्त, 2002

का. आ. 2624.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गये उत्पादों की मुहरांकन शुल्क अधिसूचित करता है :—

## अनुसूची

भारतीय मानक सं.	भाग	अनु	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क		इकाई दर	प्रचालन तिथि
						बड़े पैमाने पर	छोट पैमाने पर		
1	2	3	4	5	6	7	8	9	10
00177			1989	सूती ड्रिल	100 मीटर	31000	25000	5	2001-02-28
00276			2000	ऑस्टेनाइटी-मैंगनीज इस्पात की ठूलाइयाँ	1 मीट्रिक टन	36000	29000	30	2001-09-24
00307			1966	कार्बन डाईआक्साइड	एक टन	42000	35000	10	2001-11-13
00884			1985	अग्नि शमन के लिए प्रथमोपचार होज़ रील	अग्नि शमन के लिए प्रथमोपचार होज़ रील	36000	29000	100	2001-12-04
00928			1984	फायर बेल्स	एक अद्	48000	39500	50	2001-05-22
01931			2000	इंजीनियर्स फाइल्स	100 फाइले	26500	20500	2	2001-09-06
02206	01		1984	विद्युत प्रकाश व्यवस्था के लिए ज्वालासह फिटिंग	एक फिटिंग	42000	35000	4	2001-06-15
02546			1974	जस्तीकृत मृदुइस्पात की फॉयर बक्केट	एक अद्	31000	25000	1.2	2001-01-11
03443			1980	क्रेन की पटरी सेक्शन	एक मीट्रिक टन	31000	25000	7	2001-11-15
03650			1981	संयोजन पार्श्व कर्तक प्लास	एक अद्	31000	25000	0.25	2001-11-15
04266			1967	बेडसाइड लॉकर्स	एक लॉकर	31000	25000	2	2001-07-30
04787			1968	परीक्षा मेज	एक परीक्षा मेज	31000	25000	2	2001-07-30
04818			1996	सोरबिक अम्ल (खाद्य ग्रेड)	एक टन	31000	25000	250	2001-11-12
05504			1997	सर्पिल वेल्डित पाइप्स	एक टन	31000	25000	6	2001-02-28
06014			1978	पायरेथ्रम पर आधारित डिम्ब-नाशी पायसनीय तेल	100 लीटर	31000	25000	24	2001-06-18
06110			1983	दोहरी बुनाई वाले रबड़कृत जल सह कपड़े	100 वर्ग मीटर	48000	39500	12	2001-01-25
06381			1972	संरक्षण 'ई' टाइप वाले बिजली के उपकरण की संरचना और परीक्षण	एक उपकरण	36000	29000	4	2001-06-27
06991			1985	पिकरणीय चित्र से सम्बन्धित कैसेट्स	एक कैसेट	31000	25000	0.5	2001-08-01

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1	2	3	4	5	6	7	8	9	10
08088			1976	तीन पहिए वाली साइकिल, हैड प्रोपेलर	एक साइकिल	31000	25000	25	2001-07-30
08096			1992	फायर बीटर	एक अद्	31000	25000	3	2001-01-11
09926			1981	650 वोल्ट तक इलैक्ट्रिक फ्यूज में दुबारा लगाये जा सकने वाले फ्यूज तार	1 किग्रा.	31000	25000	0.25	2001-02-28
10245	02		1994	शसन सुरक्षा संयंत्र भाग 2 मुक्त प्रणाली शसन संयंत्र	एक शसन संयंत्र	26500	20500	60	2001-02-28
10245	03		1999	शसन उपकरण भाग 3 ताजी हवा के होश और संपीडित हवा के शसन उपकरण	एक शसन संयंत्र	31000	25000	34	2001-02-28
10459			1983	साजान्य प्रयोजन के लिए प्लग वाल्व	एक वाल्व	36000	29000	6	2001-10-08
10554			1983	चिकित्सा प्रयोग के लिए एक्स-रे चित्र के तीव्रकारी परदों के माप	एक जोड़ा	31000	25000	3	2001-07-30
11057			1984	औद्योगिक सुरक्षा जाल	100 वर्ग मीटर	31000	25000	36	2001-11-09
11313			1985	द्रवचालित पावर फुहारक	एक फुहारक	92000	80000	10	2001-11-15
12118	01		1987	दो भाग वाली पोली-सल्फाइड आधारित सीलेंट	4 किग्रा.	96000	84000	10	2001-04-26
12254			1983	पीवीसी औद्योगिक जूते	एक जोड़ी जूते	36000	29000	0.35	2001-07-20
12585			1988	जल हेतु थर्मोप्लास्टिक होज (वस्त्रादि प्रबलित) सामान्य प्रयोजन	100 मीटर	42000	35000	2	2001-01-25
13000			1990	सिलिका-एस्बेस्टोस सीमेंट की चपटी चादर	एक टन	36000	29000	12	2001-02-25
13340			1993	ए सी विद्युत तंत्रों के लिए स्वतः ठीक होने वाले 650 वोल्ट की रेटित वोल्टता के सैट संधारित्र	एक केबीएआर	25000	18000	0.6	2001-11-01
13382			1992	जल, गैस और मलजल के लिए दाब पाइप लाइन के यांत्रिक और पुश - आन नम्य जोड़ों के लिए विशेष ढलवां लोहा	एक मीट्रिक टन	42000	35000	50	2001-12-18
13428			1998	पैकेजबन्द प्राकृतिक खनिज जल	1000 लीटर	92000	80000	20	2001-04-01
13502			1992	कच्चा लोहा	एक टन	31000	25000	2.4	2001-03-17
13515			1992	रस्ट कनवर्टर्स	100 लीटर	36000	29000	30	2001-12-18

1	2	3	4	5	6	7	8	9	10
13585	01	1994	ए सी विद्युत तंतों के लिए स्वतः धारिता पुनर्प्राप्त न करने वाले 650 वोल्ट तैक की रेडिम वोल्टता के लिए शंट संधारित्र	1 केवीएआर	25000	18000	0.6	2001-11-01	
13925	01	1998	1000 वो. वोल्टता से अधिक रेटित वोल्टेज वाले ए.सी. पावर प्रणाली के लिए शंट संधारित्र भाग 1 सामान्य कार्यकारिता, परीक्षण और रेटिंग सुरक्षा अपेक्षाएं-संस्थापन और प्रचालन के लिए मार्गदर्शिका	1 केवीएआर	25000	18000	0.6	2001-11-01	
14364		1998	पष्ठीय मार्जक द्रव पर आधारित चतुष्क अमोनिया मिश्रण	100 लीटर	31000	25000	5	2001-06-18	
14543		1998	पैकेजबन्द पेय जल ( पैकेजबन्द प्राकृतिक मिनिरेल जल के अलावा )	1000 लीटर	96000	84000	20	2001-04-01	
14605		1998	सिंचाई उपस्कर माइक्रो फुहारक	100 अद्	48000	39500	5	2001-07-20	
14611		1998	बहु परत वाले क्रॉस लैमिनेटेड चट्ट और टरिपुलिन कवर	1 मीट्रिक टन	96000	84000	50	2001-02-28	
14625		1999	प्लास्टिक की प्रभरण बोटलें	100 बोटलें	48000	39500	2	2001-02-28	
14650		1999	पुनर्वैस्मन के लिए कार्बन इस्पात ढलवां बिलेट, इंगट बिलेट, ब्लूम और स्लेब	एक टन	21500	14500	2.4	2001-02-01	
14735		1999	इमारतों के भीतर एवं बाहर संवातन और वर्षा के पानी के साधन एवं अपशिष्ट विसर्जन के लिए अनम्य पौली विनायल क्लोराइड ( यू पी वी सी ) अन्तःक्षेपण संचकित फिटिंग	100	60000	50000	10	2001-04-26	
14833		2000	लिन्डेन आर्द्रकरणीय पाउडर	एक टन	31000	25000	100	2001-07-31	
14834		2000	लिन्डेन भुरकन पाउडर	एक टन	31000	25000	10	2001-07-20	
14846		2000	जल कल प्रयोजनों के लिए स्लूस वाल्व ( 300मिमी. तक के वाल्वों के लिए )	एक वाल्व	24000	17000	2.4	2001-01-12	
14846		2000	जल कल प्रयोजनों के लिए स्लूस वाल्व ( 350-12000मिमी. के वाल्वों के लिए )	एक वाल्व	24000	17000	12	2001-01-12	
14899		2000	स्वचल उपयोग के लिए द्रवित पेट्रोलियम गैस ( एलपीजी ) के धारक	एक कन्टेनर	120000	84000	4	2001-06-28	
14900		2000	पारदर्शी प्लव काँच	1 मीट्रिक टन	31000	25000	10	2001-07-20	

[ सं. के.प्र.वि.-I/13:10 ]

हरचरण मिह, अपर महानिदेशक

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 2nd August, 2002

**S. O. 2624.**—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking Fees for the products given in the schedule

IS No.	PT	Sec	Year	Product	Unit	Min. Marking Fee for		Unit Rate	Enforcement Date
						Large Scale	Small Scale		
1	2	3	4	5	6	7	8	9	10
00177			1989	Cotton Drill	100 Linear Meters	31000	25000	5	2001-02-28
00276			2000	Austentic Manganese Steel Castings	One Mt.	36000	29000	30	2001-10-24
00307			1966	Carbon Dioxide	One tonne	42000	35000	10	2001-11-13
00884			1985	First Aid Hose reel for fire fighting	One First aid hose reel for fire fighting	36000	29000	100	2001-12-04
00928			1984	Fire Bells	One Piece	48000	39500	50	2001-05-22
01931			2000	Engineer's Files	One Hundred Pieces of Files	26500	20500	2	2001-09-06
02206	01		1984	Flameproof Electric Lighting Fittings : Part 1 Well glass & Bulkhead types	One Fitting	42000	35000	4	2001-06-15
02546			1974	Galvanized Mild Steel Fire Bucket	One piece	31000	25000	1.2	2001-01-11
03443			1980	Crane Rail Sections	One M.T.	31000	25000	7	2001-11-15
03650			1981	Combination Side Cutting Pliers	One Piece	31000	25000	0.25	2001-11-15
04266			1967	Bedsinde Lockers	One Locker	31000	25000	2	2001-07-30
04787			1968	Examination Tables	One Piece of table	31000	25000	2	2001-07-30
04818			1996	Sorbic Acid (Food Grade)	One Tonne	31000	25000	250	2001-11-12
05504			1997	Spiral Welded Pipes	1 Tonne	31000	25000	6	2001-02-28
06014			1978	Emulsifiable Larvicidal Oil, Pyrethrum Based	100 Ltrs.	31000	25000	24	2001-06-18
06110			1983	Double Texture Rubberised Water Proof Fabrics	100 Sq.M.	48000	39500	12	2001-01-25
06381			1972	Construction and Testing of Electrical Apparatus with type of Protection 'c'	One Apparatus	36000	29000	4	2001-06-27



1	2	3	4	5	6	7	8	9	10
06991			1985	Radiographic Cassettes	One Cassette	31000	25000	0.5	2001-08-01
08088			1976	Tricycle, Hand Propelled	One Tricycle	31000	25000	25	2001-07-30
08096			1992	Fire Beater	One Piece	31000	25000	3	2001-01-11
09926			1981	Fuse wire used in Rewirable type Electric Guses upto 650 volts	1 Kg.	31000	25000	0.25	2001-02-28
10245	02		1994	Respiratory Protective Devices : Part 2 Open Circuit Breathing Apparatus	One Breathing Apparatus	26500	20500	60	2001-02-28
10245	03		1999	Breathing Apparatus : Part 3 Fresh Air Hose and Compressed Air line breathing Apparatus	One Breathing Apparatus	31000	25000	34	2001-02-28
10459			1983	Plug Valve for General Purpose	One Valve	36000	29000	6	2001-10-08
10554			1983	Radiographic intensifying screens for medical use (Dimensions)	One Pair of Screens	31000	25000	3	2001-07-30
11057			1984	Industrial Safety Nets	100 Sq. Meters	31000	25000	36	2001-11-09
11313			1985	Hydraulic Power Sprayer	One Sprayer	92000	80000	10	2001-11-15
12118	01		1987	Two Part Polysulphide-based sealants	4 Kg.	96000	84000	10	2001-04-26
12254			1993	PVC Industrial Boots	One Pair of Boot	36000	29000	0.35	2001-07-20
12585			1988	Thermoplastics Hoses (Textile Reinforced) for water general purpose	100 Mtrs.	42000	35000	2	2001-01-25
13000			1990	Silica Asbeston Cement Flat sheets	One Tonne	36000	29000	12	2001-02-05
13340			1993	Power Capacitors for the Self-Healing Type for AC Power Systems Having rated voltage upto 650 V	1 KVAR	25000	18000	0.6	2001-11-01
13382			1992	Cast Iron Specials for Mechanical & Push on flexible joints for pressure pipe lines for Water, Gas & Sewage	1 M.T.	42000	35000	50	2001-12-18

1	2	3	4	5	6	7	8	9	10
13428			1998	Packaged Natural Mineral Water	1000 Litres	92000	80000	20	2001-04-01
13502			1992	Pig Iron	1 Tonne	31000	25000	2.4	2001-03-17
13515			1992	Rust Converters	100 Litres	36000	29000	30	2001-12-18
13585	01		1994	Shunt capacitors for Non-Self Heating Type for AC power systems having a rated voltage upto and including 650 V : Part 1 specification	1 KVAR	25000	18000	0.6	2001-11-01
13925	01		1998	Shunt capacitors for AC Power Systems having a rated voltage above 1000V : Part 1 General Performance, Testing and Rating-Safety Requirements-Guide for installation and operation	1 KVAR	25000	18000	0.6	2001-11-01
14364			1996	Quaternary Ammonium Compound based surface cleaner, liquid	100 Litres	31000	25000	5	2001-06-18
14543			1998	Packaged drinking water (Other than packaged natural mineral water)	1000 Litre	96000	84000	20	2001-04-01
14605			1998	Irrigation Equipment Micro sprayers	100 Pieces	48000	39500	5	2001-07-20
14611			1998	Multilayered Cross laminated sheets and Tarpaulins/Covers	1 MT	96000	84000	50	2001-02-28
14625			1999	Plastic Feeding Bottles	100 Bottles	48000	39500	2	2001-02-28
14650			1999	Carbon Steel, Cast Billet Ingot Billet, Blooms and Slabs for Re-Rolling purpose	1 Tonne	21500	14500	2.4	2001-02-01
14735			1999	UPVC Injection moulded fittings for soil and waste discharge system for inside and outside buildings including ventilation and raw water system	100 Numbers	60000	50000	10	2001-04-26
14833			2000	Lindane Wettable Powder	One Tonne	31000	25000	100	2001-07-31

1	2	3	4	5	6	7	8	9	10
14834			2000	Lindane Dusting Powder	One Tonne	31000	25000	10	2001-07-20
14846			2000	Sluice valve for water Works purposes (for valves upto 300 mm)	One Valve	24000	17000	2.4	2001-01-12
14846			2000	Sluice valve for water Works purposes (for valves from 350-1200mm)	One Valve	24000	17000	12	2001-01-12
14899			2000	LPG containers for Automotive use	1 Container	120000	84000	4	2001-06-28
14900			2000	Transparent Float Glass	One Mt.	31000	25000	10	2001-07-20

[No. CMD-I/13 : 10]

HARCHARAN SINGH, Addl. Director General

नई दिल्ली, 2 अगस्त, 2002

का. आ. 2625.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गये उत्पादों की मुहरांकन शुल्क अधिमूचित करता है :—

## अनुसूची

भारतीय मानक सं.	भाग	अनु.	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क बड़े पैमाने पर छोटे पैमाने पर		इकाई दर	प्रचालन तिथि
1	2	3	4	5	6	7	8	9	10
00264			1976	नाइट्रिक अम्ल	1 किग्रा.	18000	15000	0.18	99-06-01
00294			1979	सुपर फास्फेट	एक टन	31000	25000	5.00	99-09-15
02036			1995	फिनोलिक परतदार चद्दें	1 किग्रा.	48000	39500	0.10	99-04-09
02712			1998	गैसकेट और पैकेजबंद सम्पीडित एम्बेस्टॉस फाइबर जोड़ सामग्री	1000 किग्रा.	42000	35000	3.00	99-11-11
02997			1964	वायु परिसंचरण किस्म के बिजली के पंखे और रेग्युलेटर	एक अदद	42000	35000	5.00	99-10-01
03324			1992	त्रिलोकाकार प्रतिदीप्ति लैम्पों के लिए स्टार्टरों के होल्डर	100 होल्डर	42000	35000	5.00	99-06-01
03768			1996	संवातन नलियाँ-विनायल लेपित, नम्य और अर्धठोस	1 मीटर	96000	84000	5.00	99-07-06
04003	01		1978	पाइप रिच भाग I सामान्य प्रयोजन	एक अदद	31000	25500	0.25	99-02-11
04135			1974	अस्पताल के लिए रबड़ की चद्दें	100 वर्गमीटर	42000	35000	20.00	99-10-07

1	2	3	4	5	6	7	8	9	10
04956			1977	औद्योगिक प्रयोजनों के लिए मंशिलष्ट अपमार्जक द्रव्य	एक टन	42000	35000	6.00	99-06-14
05278			1969	डायकोफोल, तकनीकी	एक टन	31000	25000	200.00	99-03-12
06523			1983	पूर्व ढलित प्रबलित कंक्रीट दरवाजे और खिड़की के फ्रेम	एक फ्रेम	36000	29000	20.00	99-07-02
08418			1999	पम्प-अपकेन्द्री स्वतः प्राइमिंग	एक पम्प	31000	25000	10.00	99-08-10
08522			1977	श्वसन यंत्र-रसायन कार्टिज	एक सेट	36000	29000	1.20	99-07-06
08783	04	03	1995	निमज्जन मोटरों के वाइंडिंग तार भाग 4 अलग-अलग तारों की विशिष्ट अनु 3 पोलिएस्टर तथा पोलि प्रोपाइलीन वाइंडिंग तार	10 मीटर	36000	29000	3.00	99-07-20
09165	02		1992	सीवन सूइचों भाग 2 दृष्टि सुइचों माप, साइज और आयाम	1000 सुइचों	48000	39500	30.00	99-05-20
09573			1998	द्रवित पेट्रोलियम गैस (एलपीजी) के लिए रयड के होज	100 मीटर	60000	50500	10.00	99-05-20
10038			1981	रेशेदार संयंत्र बहिर्वेधन पाक विधि द्वारा तैयार प्रोटीन आहार	एक टन	48000	39500	20.00	99-11-30
11188	01		1991	(तिजौरी) दरवाजा	1 दरवाजा	26500	20500	200.00	99-06-01
11928	01		1987	सामान्य सेवा हेतु कृत्रिम रेशों से बनी गोल स्लिंग भाग 1 सामान्य अपेक्षाएं	एक अदद	42000	35000	5.00	99-07-05
12300			1988	छोटे प्रोओन सिलिण्डरों के लिए वाल्स फिटिंग	1 वाल्व	36000	29000	0.60	99-05-20
12449	02		1988	प्रवर्तन युक्तियाँ (दीप्ति स्टार्टर के अतिरिक्त) भाग 2 कार्यकारी अपेक्षाएं	एक अदद	85000	60000	1.50	99-10-01
12463			1988	संदमक, खनिज रोधी तेल	एक किलो लीटर	48000	39500	100.00	99-06-01
12915			1990	एम्मीफेट, तकनीकी	एक टन	42000	35000	40.00	99-12-06
13186			1991	मिट्टिक अम्ल, खाद्य ग्रेड	एक टन	36000	29000	10.00	99-07-06
13333			1992	कीटनाशक - मेट्रीब्यूजिन, डब्ल्यूपी	एक टन	42000	35000	240.00	99-11-30
13364	01		1992	व्यक्त्रमणीय, आन्तरिक दहन इंजन द्वारा चालित एम्सी जेनेरेटर भाग 1 20 केबीए तक ऑल्टरनेटर रेटिंग	एक एल्टरनेटर	42000	35000	10.00	99-09-28

1	2	3	4	5	6	7	8	9	10
13385			1992	अग्निशामक - 50 लिटर क्षमता के चक्र आरोपित गैस कार्टिज टाइप	एक अदद	48000	39500	40.00	99-02-12
13386			1992	अग्निशामक - 50 लिटर क्षमता वाले यांत्रिक झाग टाइप	एक अदद	48000	39500	40.00	99-02-08
13428			1998	पैकेजबन्द प्राकृतिक खनिज जल	1000 लिटर	120000	108000	25.00	99-03-03
13458			1992	मेटलैक्साइल, तकनीकी	एक टन	48000	39500	240.00	99-12-06
13466			1992	विद्युत मशीनों के लिए ब्रुश	100 अदद	18000	12500	3.00	99-01-22
13584			1993	विद्युत मशीनरी हेतु ब्रुश सामग्री	एक किग्रा.	21500	15500	0.24	99-01-22
13620			1993	संलयन बद्ध इपोम्पी लेपित प्रबलन सरिरे	एक टन	150000	135000	40.00	99-09-27
13730			1993	कुण्डलन तारें ( भाग 1 से 34 ) केवल पहले लाइसेंस के लिए न्यूनतम मुहरांकन शुल्क देय, परवर्ती लाइसेंस पर केवल इकाई दर देय	1 टन	18000	12000	48.00	99-04-01
13974	04	01	1993	निम्न वोल्टता स्थिचगियर और नियंत्रण गियर भाग 4 कन्टेक्टर एवं मोटर स्टार्टर अनु. 1 विद्युत यान्त्रिकीय कन्टेक्टर एवं मोटर स्टार्टर	एक अदद	36000	24000	0.18	99-04-13
14183			1994	कीटनाशक - कारतप हाइड्रोक्लोराइड घुलनशील पाउडर	एक टन	36000	29000	550.00	99-12-06
14184			1994	कीटनाशक - कारतप हाइड्रोक्लोराइड, ग्रेन्यूलस	एक टन	42000	35000	40.00	99-12-06
14333			1996	मलजल व्यवस्था के लिए उच्च घनत्व वाले पॉलीएथिलीन पाइप	एक किग्रा.	72000	60000	0.15	99-02-10
14399	01		1996	गर्म प्रैस संचकन बी.पट्टी काँच रेशा प्रबलित पॉलिएस्टर रेजिन ( जी आर पी ) से बने जल भण्डारण के लिए सैक्शनल टैंक	एक किग्रा.	42000	35000	0.25	99-07-02
14510			1997	लेम्बडा - साइहेलोथिन डब्ल्यू पी	एक किग्रा.	48000	39500	5.00	99-06-24
14543			1998	पैकेजबन्द पेय जल ( पैकेजबन्द प्राकृतिक मिनरल जल के अलावा )	1000 लिटर	149000	134000	25.00	99-09-23
14552			1998	थीओफेनेट मिथाइल, डब्ल्यू पी	एक किग्रा.	31000	25000	0.20	99-10-15

[ सं. के.प्र.वि.-I/13 : 10 ]

हरचरण सिंह, अपर महानिदेशक

New Delhi, the 2nd August, 2002

**S.O. 2625**—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking Fees for the products given in the Schedule.

**SCHEDULE**

IS No.	PT	Sec.	Year	Product	Unit	Min. Marking Fee for		Unit Rate Slab-1	Enforcement Date
						Large Scale	Small Scale		
1	2	3	4	5	6	7	8	9	10
00264			1976	Nitric Acid	1 Kg.	18000	15000	0.18	99-06-01
00294			1979	Superphosphate	One Tonne	31000	25000	5.00	99-09-15
02036			1995	Phenolic Laminated Sheets	1 Kg.	48000	39500	0.10	99-04-09
02712			1998	Gaskets and Packings Compressed Asbestos Fibre Jointing	1000 Kg	42000	35000	3.00	99-11-11
02997			1964	AIR Circulator Type Electric Fans and Regulator	One Piece	42000	35000	5.00	99-10-01
03324			1992	Holders for Starters for Tubular Fluorescent Lamps	100 Pieces of Holders	42000	35000	5.00	99-06-01
03768			1996	Ventilation ducting — Vinyl Coated, Flexible and Semi-Rigid	1 Meter	96000	84000	5.00	99-07-06
04003	01		1978	Pipe Wrenches : Part 1 General Purpose	1 Piece	31000	25500	0.25	99-02-11
04135			1974	Hospital Rubber Sheetings	100 Sq. Meter	42000	35000	20.00	99-10-07
04956			1977	Synthetic detergents for Industrial Purposes	One Tonne	42000	35000	6.00	99-06-14
05278			1969	Dicofol, Technical	1 Tonne	31000	25000	200.00	99-03-12
06523			1983	Precast Reinforced Concrete door and window frames	1 Frame	36000	29000	20.00	99-07-02
08418			1999	Pumps — Centrifugal Self-Priming	1 Pump	31000	25000	10.00	99-08-10
08522			1977	Respirators, Chemical Cartridge	1 Set	36000	29000	1.20	99-07-06
08783	04	003	1995	Winding wires for submersible motors Part 4 Individual wires Sec 3 Polyester and Polypropylene winding wires	100 Meters	36000	29000	3.00	99-07-20
09165	02		1992	Suture Needles, Part 2 Eyed Needles-sizes, shapes and Dimensions	1000 Needles	48000	39500	30.00	99-05-20

1	2	3	4	5	6	7	8	9	10
09573			1998	Rubber Hose for Liquefide Petroleum Gas (LPG)	100 M.	60000	50500	10.00	99-05-20
10038			1981	Textured Plant Protein Foods prepared by Extrusion Cooking	One Tonne	48000	39500	20.00	99-11-30
11188	01		1991	Vault (Strong Room) Door	1 Door	26500	20500	200.00	99-06-01
11928	01		1987	Round Slings Made of Man-Made Fibre for General Service-General Requirements	1 Piece	42000	35000	5.00	99-07-05
12300			1988	Valve Fittings for Small Preon Cylinders	1 Valve	36000	29000	0.60	99-05-20
12449	02		1988	Starting Devices (Other than glow starters) Part 2 Performance requirements	One Piece	85000	60000	1.50	99-10-01
12463			1988	Inhibited Mineral. Insulating Oil	One Kilo Litre	48000	39500	100.00	99-06-01
12915			1990	Acephate, Technical	One Tonne	42000	35000	40.00	99-12-06
13186			1991	Citric Acid, Food grade	1 Tonne	36000	29000	10.00	99-07-06
13333			1992	Metrihuzin WP	One Tonne	42000	35000	240.00	99-11-30
13364	01		1992	AC Generators Driven by reciprocating Internal Combustion Engines : Part 1 Alternators Rated Upto 20 KVA	One Alternator	42000	35000	10.00	99-09-28
13385			1992	Fire Extinguisher 50 L capacity wheel mounted Gas cartridge Type	1 Piece	48000	39500	40.00	99-02-12
13386			1992	Fire Extinguisher 50 L capacity Mechanical foam type	1 Piece	48000	39500	40.00	99-02-08
13428			1998	Packaged Natural Mineral Water	1000 litres	120000	108000	25.00	99-03-03
13458			1992	Metalaxyl, Technical	One tonne	48000	39500	240.00	99-12-06
13466			1992	Brushes for Electrical Machines	100 Pieces	18000	12500	3.00	99-01-22
13584			1993	Brush Material for Electrical Machinery	1 Kg	21500	15500	0.24	99-01-22
13620			1993	Fusion bounded epoxy coated reinforcing bars	One Tonne	150000	135000	40.00	99-09-27
13730			1993	Winding wires (Parts 1 to 34) Minimum marking fee Payable only for first licence.	1 Tonne	18000	12000	48.00	99-04-01

1	2	3	4	5	6	7	8	9	10
				For subsequent Licences only unit-Rate Payable					
13947	04	01	1993	Low voltage switchgear and control gear, electro-mechanical contactors and motor starters	One Piece	36000	24000	0.18	99-04-13
14183			1994	Cartap Hydrochloride, SP	One tonne	36000	29000	550.00	99-12-06
14184			1994	Cartap Hydrochloride, G	One tonne	42000	35000	40.00	99-12-06
14333			1996	HDPE pipe for sewerage	1 Kg	72000	60000	0.15	99-02-10
14399	01		1996	Hot Pressed Moulded thermosetting G. R. P. Sectional water storage tanks	1Kg.	42000	35000	0.25	99-07-02
14510			1997	Lambda Cyhalothrin WP	1 Kg.	48000	39500	5.00	99-06-24
14543			1998	Packaged Drinking water (other than packaged natural mineral water)	1000 Litre	149000	134000	25.00	99-09-23
14552			1998	Thiophanate methyl WP	1 Kg.	31000	25000	0.20	99-10-15

[No. CMD-I/13 : 10]

HARCHARAN SINGH, Addl. Director General

नई दिल्ली, 2 अगस्त, 2002

का. आ. 2626 .— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गये उत्पादों की मुहरांकन शुल्क अधिसूचित करता है :—

## अनुसूची

भारतीय मानक सं.	भाग	अनु	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क बड़े पैमाने पर छोटे पैमाने पर		इकाई दर	प्रचालन तिथि
1	2	3	4	5	6	7	8	9	10
00653			1992	लिनोलियम चदरे तथा टाइलें	1 वर्ग मीटर	48000	39500	0.25	2000-11-01
01050			1984	चूना गन्धक बोल	100 लिटर	31000	25000	4.00	2000-09-28
01238			1985	हरिकेन लालटेन	एक लालटेन	48000	39500	0.10	2000-08-18
01709			1984	बिजली के पंखे की मोटरों के लिए संधारित्र	एक अदद	72000	60000	00.05	2000-08-09
01758			1986	पटसन बैचिंग तेल	1000 लिटर	48000	39500	15.00	2000-11-01
02570			1980	मिथाइल पैराथियोन तकनीकी	एक टन	36000	29000	120.00	2000-05-22
03900			1975	जिंरम तकनीकी	एक टन	31000	25000	100.00	2000-02-08
04254			1994	हनु दलित्र - सामान्य अपेक्षाएं	एक जॉ क्रशर	31000	25000	150.00	2000-06-22



1	2	3	4	5	6	7	8	9	10
04808			1982	पाइरेथिरम ई सी	100 लिटर	36000	29000	24.00	2000-12-22
04860			1968	अम्ल प्रतिरोधी ईट	100 ब्रिक्स	36000	29000	30.00	2000-02-18
04958			1968	फॉस्फमिडॉन, तकनीकी	एक टन	31000	25000	120.00	2000-04-18
05758			1984	पूर्व ढलित कंक्रीट कर्ब	एक अदद	31000	25000	0.05	2000-02-02
05966			1993	सामान्य प्रयोजनों के लिए रूपान्तरित गैर शंकुधारी लकड़ी	एक क्यूबिक मीटर	31000	25000	35.00	2000-08-25
06178			1982	पाइरेथिरम युलन चूर्ण	एक टन	31000	25000	10.00	2000-12-22
07021			1973	शिशुओं और प्रिस्कूल बच्चों के लिए खाद्य संपूरक	एक टन	60000	50500	10.00	2000-11-10
08258			1978	ऑक्सीडिमेटान - मिथाइल तकनीकी सान्द्र	एक टन	31000	25000	120.00	2000-05-22
08489			1977	फोसेलोन डी पी	एक टन	26500	20500	30.00	2000-10-04
08496			1977	प्रोपोक्सर, तकनीकी	एक टन	31000	25000	120.00	2000-05-22
08707			1978	मेनकोजैब, तकनीकी	एक टन	31000	25000	120.00	2000-06-13
08955			1978	एडीफिनफोस पायसनीय सान्द्र	100 लिटर	36000	29000	24.00	2000-05-22
09361			1980	एल्कालोर दाने	एक टन	42000	35000	60.00	2000-5-22
09363			1980	फेनथिआम दाने	एक टन	42000	35000	60.00	2000-5-22
09372			1980	मिथाइल पैराथियॉन, तकनीकी सांद्रण	एक टन	36000	29000	120.00	2000-5-22
09890			1981	सामान्य प्रयोजन के बॉल वाल्व	एक वाल्व	36000	29000	0.50	2000-02-08
10244			1992	2, 4-डी इथाइल ईस्टर डब्ल्यू पी	एक टन	31000	25000	90.00	2000-02-21
10300			1982	केप्टाफोल, तकनीकी	एक टन	36000	29000	120.00	2000-02-21
11006			1984	अतिरेक पश्च निरोधक (ज्वालानिरोधक)	एक अदद	31000	25000	200.00	2000-12-07
11063			1984	मेटॉक्सरॉन डब्ल्यू पी	एक टन	31000	25000	240.00	2000-02-21
11086			1984	स्वचल अनुप्रयोगों के लिए स्पीडोमीटर और औडोमीटर तंत्र	एक अदद	72000	60000	0.60	2000-06-21
11132			1985	अमोनिया वाल्व	एक वाल्व	31000	25000	1.50	2000-10-04
11135			1984	मेटॉक्सरॉन, तकनीकी	एक टन	36000	29000	120.00	2000-07-19
11378			1985	निश्चेतक उपकरण, सतत प्रवाह, मानव के उपयोग के लिए अन्तः श्वासन	एक अदद	36000	29000	200.00	2000-12-27
11815			1986	वर्दियों के लिए पॉलिएस्टर मिश्रित कमीज का कपड़ा	100 मीटर	36000	29000	3.00	2000-07-31
12502			1988	ग्लायफोसेट तकनीकी	एक टन	36000	29000	120.00	2000-07-19

1	2	3	4	5	6	7	8	9	10
12685		1989	पेन्डीमिथोलीन, तकनीकी	एक टन	31000	25000	120.00	2000-06-13	
12734		1989	पॉलीप्रोपाइलीन टिशन	एक कि.ग्रा.	31000	25000	0.20	2000-02-02	
13070		1991	अल्फा नेफथाइल ऐसिटिक अम्ल, तकनीकी	एक टन	31000	25000	120.00	2000-07-21	
13172		1991	फ्लूवेलीनेट, ई सी	100 लिटर	36000	29000	24.00	2000-05-22	
13329		1992	कीटनाशक-ट्रायडाई मेटॉस, डब्ल्यू पी	एक टन	36000	29000	240.00	2000-06-13	
13331		1992	कीटनाशक-बिटरनोल, डब्ल्यू पी	एक टन	36000	29000	240.00	2001-10-04	
13332		1992	कीटनाशक-मैट्रीब्यूजीन, तकनीकी	एक टन	36000	29000	120.00	2000-06-13	
13402		1992	कीटनाशक-एमिलफोस, तकनीकी	एक टन	36000	29000	120.00	2000-02-21	
13513		1992	2, 4- इथाइल ईस्टर दानेदार	एक टन	42000	35000	30.00	2000-05-22	
13641		1992	मेटालकिसल 35%, डब्ल्यू एस	एक टन	31000	25000	200.00	2000-02-21	
13692		1993	मेटालकसाइल मेमकोजोब डब्ल्यू पी	एक टन	42000	35000	240.00	2000-06-13	
13787		1993	कीटनाशक-विनोमल डब्ल्यू पी	एक टन	36000	29000	240.00	2000-06-13	
14186		1994	डिफ्लूबेनज्यूरान, डब्ल्यू पी	एक टन	36000	29000	240.00	2000-04-18	
14250		1995	इटोफनप्रॉक्स पायसनीय सांद्र	100 लिटर	36000	29000	24.00	2000-02-21	
14251		1995	कारतप तकनीकी	एक टन	31000	25000	120.00	2000-08-29	
14411		1996	डेल्टामेथ्रिन	100 लिटर	31000	25000	48.00	2000-08-29	
14482		1997	सिंचाई उपस्कर - ड्रिप सिंचाई के लिए पोलिएथिलीन माइक्रो ट्यूब	100 मीटर	42000	35000	0.16	2000-06-29	
14490		1997	फोटोस्टेट के लिए सादा कागज	एक टन	36000	29000	10.00	2000-12-22	
14494		1998	खदानों में प्रयुक्त इलास्टोमर रोधित नम्य केबल	100 मीटर	19000	13000	12.00	2000-12-01	
14582		1998	कृषि प्रयोजनों हेतु अपकेन्द्री पम्प हेतु एक फेजी ए सी विद्युत की छोटी मोटर	एक मोटर	36000	29000	4.00	2000-01-17	
14587		1998	पूर्व लेपित मध्यम घनत्व वाले फाइबर बोर्ड	एक टन	48000	39500	15.00	2000-04-18	
14606		1998	सिंचाई उपस्कर-मीडिया फिल्टर	एक मीडिया फिल्टर	48000	39500	10.00	2000-02-21	
14609		1999	एबीसी वर्ग आग बुझाने के लिए सूखा रासायनिक पाउडर	एक किग्रा.	48000	39500	0.12	2000-06-26	
14727		1999	फेनारिमोल ई सी	100 लिटर	31000	25000	24.00	2000-05-17	
14769		2000	घरेलू सिलाई मशीन-हैंड सामान्य अपेक्षाएं	एक सिलाई मशीन हैंड	48000	25000	1.20	2000-09-22	

[सं. के.प्र.वि.-I/13:10]

हरचरण सिंह, अपर महाविदेशक

New Delhi, the 2nd August 2002

S. O. 2626.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the Marking Fees for the products given in the schedule :

## SCHEDULE

IS No.	PT	Sec	Year	Product	UNIT	Min. Marking Fee for		Unit Rate Slab-1	Enforcement Date
						Large Scale	Small Scale		
1	2	3	4	5	6	7	8	9	10
00653			1992	Linoleum sheets and tiles	1 Sqm.	48000	39500	0.25	2000-11-01
01050			1984	Lime Sulphur Solution	100 Litres	31000	25000	4.00	2000-09-28
01238			1985	Hurricane Lantern	1 Lantern	48000	39500	0.10	2000-04-18
01709			1984	Capacitors for Electric fan motors	1 Piece	72000	60000	0.05	2000-08-09
01758			1986	Jute Batching Oil	1000 Litres	48000	39500	15.00	2000-11-01
02570			1980	Methyl Parathion Technical	One Tonne	36000	29000	120.00	2000-05-22
03900			1975	Ziram Technical	One Tonne	31000	25000	100.00	2000-02-08
04254			1994	Jaw Crushers—General Requirements	One Jaw Crusher	31000	25000	150.00	2000-06-22
04808			1982	Pyrethrum EC	100 Lts.	36000	29000	24.00	2000-12-22
04860			1968	Acid Resistance Bricks	100 Bricks	36000	29000	3.00	2000-02-18
04958			1968	Prospamidon, Technical	One Tonne	31000	25000	120.00	2000-04-18
05758			1984	Precast Concrete Kerbs	One Piece	31000	25000	0.05	2000-02-02
05966			1993	Non Coniferous Timber in Covered form for General Purposes	1 Cubic Meter	31000	25000	35.00	2000-08-25
06178			1982	Pyrethrum Dusting powder	1 Tonne	31000	25000	10.00	2000-12-22
07021			1973	Food Supplement for Infants and Preschool Children	One Tonne	60000	50500	10.00	12000-11-10
08258			1978	Oxydemeton-Methyl Technical Concentrates	One Tonne	31000	25000	120.00	2000-05-22
08489			1977	Phosalone DP	One Tonne	26500	20500	30.00	2000-10-04
08496			1977	Propoxur, Technical	One Tonne	31000	25000	120.00	2000-05-22
08707			1978	Manooszeb, Technical	One Tonne	31000	25000	120.00	2000-06-13
08955			1978	Edifenphos Emulsifiable Concentrates	100 Litres	36000	29000	24.00	2000-05-22
09361			1980	Alachlor Granules	One Tonne	42000	35000	60.00	2000-05-22
09363			1980	Fenthion Granules	One Tonne	42000	35000	60.00	2000-05-22
09372			1980	Methyl Parathion, Technical Concentrates	One Tonne	36000	29000	120.00	2000-05-22
09890			1981	General Purpose Ball Valve	1 Valve	36000	29000	0.50	2000-02-08
10244			1992	2, 4-D Ethyl Ester WP	One Tonne	31000	25000	90.00	2000-02-21
10300			1982	Captafol, Technical	One Tonne	36000	29000	120.00	2000-02-21
11006			1984	Flash Back Arrestor (Flame Arrestor)	1 Piece	31000	25000	200.00	2000-12-07
11063			1984	Metoxuron WP	One Tonne	31000	25000	240.00	2000-02-21
11086			1984	Speedometers and Odometer Systems for Automotive Applications	One piece	72000	60000	0.60	2000-06-21
11132			1985	Ammonia Valves	1 Valve	31000	25000	1.50	2000-10-04

1	2	3	4	5	6	7	8	9	10
11135			1984	Metoxuron Technical	One Tonne	36000	29000	120.00	2000-07-19
11378			1985	Anaesthetic Apparatus, Continuous Flow, Inhalational, for use with Humans	One Piece	36000	29000	200.00	2000-12-27
11815			1986	Polyester Blend Shirting for Uniforms	100 Metre	36000	29000	3.00	2000-07-31
12502			1988	Glyphosate Technical	One Tonne	36000	29000	120.00	2000-07-19
12685			1989	Pendimethalin, Technical	One Tonne	31000	25000	120.00	2000-06-13
12734			1989	Polypropylene Twine	1 Kg/	31000	25000	0.20	2000-02-02
13070			1991	Alpha Naphthyl Acetic Acid Technical	One Tonne	31000	25000	120.00	2000-07-21
13172			1991	Fluvalinate, EC	100 Litres	36000	29000	24.00	2000-05-22
13329			1992	Pesticide-Triadimeton, WP	One Tonne	36000	29000	240.00	2000-06-13
13331			1992	Pesticide-Bitertanol, WP	One Tonne	36000	29000	240.00	2000-10-04
13332			1992	Pesticide-Metribuzin, Technical	One Tonne	36000	29000	120.00	2000-06-13
13402			1992	Anilphos, Technical	One Tonne	36000	29000	120.00	2000-02-21
13513			1992	2, 4-D Ethyl Ester Granules	One Tonne	42000	35000	30.00	2000-05-22
13641			1992	Metalaxyl 35% WS	One Tonne	31000	25000	200.00	2000-02-21
13692			1993	Metalaxyl Mancozeb WP	One Tonne	42000	35000	240.00	2000-06-13
13787			1993	Pesticide-Benomyl WP	One Tonne	36000	29000	240.00	2000-06-13
14186			1994	Diflubenzuron WP	One Tonne	36000	29000	240.00	2000-04-18
14250			1995	Etofenprox Emulsifiable Concentrate	100 Litres	36000	29000	24.00	2000-02-21
14251			1995	Captan Technical	One Tonne	31000	25000	120.00	2000-08-29
14411			1996	Deltamethrin F	100 Litres	31000	25000	48.00	2000-08-29
14482			1997	Irrigation Equipment Polyethylene Microtubes for Drip Irrigation	100 Metres	42000	35000	0.16	2000-06-29
14490			1997	Plain Copier Paper	1 Tonne	36000	29000	10.00	2000-12-22
14494			1998	Elastomer Insulated Flexible Cable for use in Mines	100 Metre	19000	13000	12.00	2000-12-01
14582			1998	Single Phase Small AC Electric Motors for Centrifugal Pumps for Agricultural Applications	One Motor	36000	29000	4.00	2000-01-17
14587			1998	Prelaminated Medium Density Fibre Board	One Tonne	48000	39500	35.00	2000-04-18
14606			1998	Irrigation Equipments—Media Filters	One Media Filter	48000	39500	10.00	2000-02-21
14609			1999	Dry Chemical Powder for Fighting ABC Class Fires	1 Kg.	48000	39500	0.12	2000-06-26
14727			1999	Fenarimol EC	100 Litres	31000	25000	24.00	2000-05-17
14769			2000	Household Sewing Machine Head	One Sewing Machine Head	48000	25000	1.20	2000-09-22

[No. CMD-I/13 : 10]

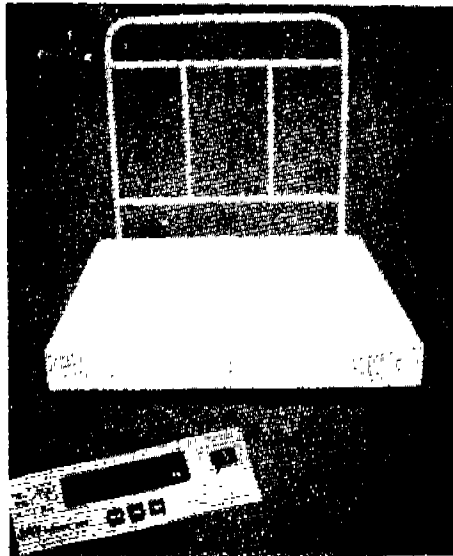
HARCHARAN SINGH, Addl. Director General

नई दिल्ली, 25 जुलाई, 2002

**का.आ. 2627.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जय इंजीनियरिंग, 403, कृष्णा अपार्टमेंट, आशिर्वाद रेस्तरां के पीछे, निकट जसौदा नगर, क्रास रोड, वत्स, अहमदाबाद, द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग 3) वाले अस्वच्छालित अंकक सूचन सहित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "जय" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/322 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल अंकक सूचन सहित प्लेट फार्म प्रकार का अस्वच्छालित तोलन उपकरण है। इसकी अधिकतम क्षमता 50 कि. ग्रां. और न्यूनतम क्षमता 100 ग्रा. है और यह मध्यम यथार्थता वर्ग (यथार्थता वर्ग-3) का है। सत्यापन मापमान (ई) का मान 5 ग्राम है। प्रदर्श इकाई प्रकाश उत्सर्जक डायोड की है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) 5 ग्राम या इससे अधिक के "ई" मान के लिए 500 से 10,000 के रेंज में है तथा जिनका "ई" मान  $1 \times 10^{-5}$ ,  $2 \times 10^{-5}$  और  $5 \times 10^{-5}$  है जिसमें के घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[ फा. सं. डब्ल्यू. एम.-21(48)/99 ]

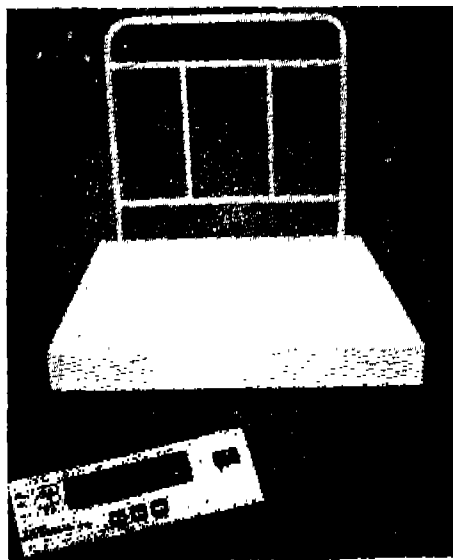
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2627.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of model of non-automatic weighing instrument (platform type) with digital indication (hereinafter referred to as the model), belonging to Medium accuracy class (Accuracy class III) with brand name 'JAY' manufactured by M/s Jay Engineering, 403, Krishna Apartment, Behind Ashirwad Resturant, Nr. Jasodanagar Cross Road, Vatva, Ahmedabad, and which is assigned the approval mark IND/09/01/322;

The said model is a strain, gauge load cell based non-automatic weighing instrument (Platform type) with digital indication of maximum capacity 50 Kg. minimum capacity 100g. and belonging to Medium accuracy class (accuracy class III) The value of verification scale interval (e) is 5g. The display unit is of light emitting diode. The instrument operates on 230 volts, 50 hertz alternate current power supply;



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity upto 5 tonne and with number of verification scale interval (n) in the range 500 to 10,000 for 'e' value of 5g or more and with 'e' value to  $1 \times 10^k$ ,  $2 \times 10^k$  and  $5 \times 10^k$ , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which, the approved model has been manufactured.

[F. No. WM-21(48)/99]

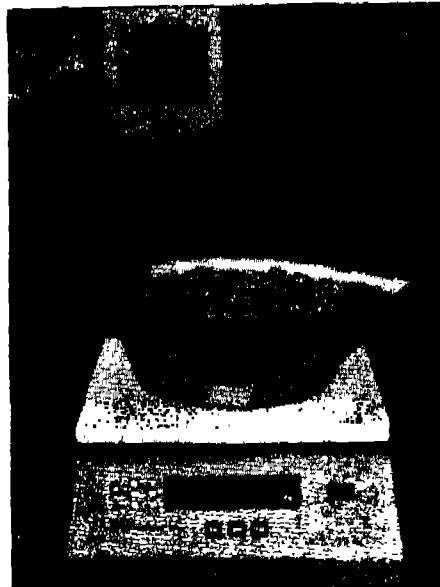
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 25 जुलाई, 2002

का.आ. 2628.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जय इंजीनियरिंग, 403, कृष्णा अपार्टमेंट, आशिर्वाद रेस्तरां के पीछे, निकट जसोदा नगर, क्रास रोड, वत्स, अहमदाबाद, द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग 3) वाले अस्वचालित अंकक सूचन सहित तोलन उपकरण, (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "जय" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/321 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल अंकक सूचन सहित टेबल टॉप प्रकार का अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 10 कि. ग्रा. और न्यूनतम क्षमता 20 ग्रा. है और यह मध्यम यथार्थता वर्ग (यथार्थता वर्ग 3) का है। सत्यापन मापमान (ई) का मान 1 ग्राम है। प्रदर्श इकाई प्रकाश उत्सर्जक डायोड की है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि. ग्राम तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) 100 मि. ग्रा. से 2 ग्रा. के "ई" मान के लिए 100 से 10,000 के रेंज में तथा 5 ग्राम या इससे अधिक के "ई" मान के लिए 500 से 10,000 के रेंज में है तथा जिनका "ई" मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$  है जिसमें के घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[ फा. सं. डब्ल्यू. एम.-21(48)/99 ]

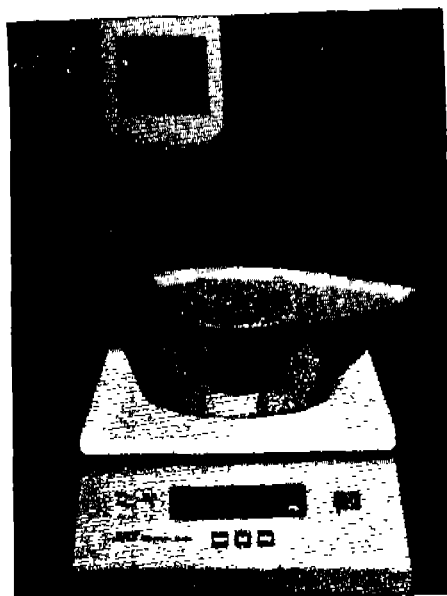
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2628.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of model of non-automatic weighing instrument (Table top type) with digital indication (hereinafter referred to as the model), belonging to Medium accuracy class (Accuracy class III) with brand name 'JAY' manufactured by M/s. Jay Engineering, 403, Krishna Apartment, Behind Ashirwad restaurant, Nr. Jasodanagar Cross Road, Vatva, Ahmedabad, and which is assigned the approval mark IND/09/01/321;

The said model is a strain gauge load cell based non-automatic weighing instrument (Table top type) with digital indication of maximum capacity 10 Kg. minimum capacity 20g. and belonging to Medium accuracy class (accuracy class III). The value of verification scale interval (e) is 1g. The display unit is of light emitting diode. The instrument operates on 230 volts, 50 hertz alternate current power supply;



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity upto 50 kg. and with number of verification scale interval (n) in the range 100 to 10,000 for 'e' value 100 mg. to 2g. and with number of verification scale interval (n) in the range 500 to 10,000 for 'e' value of 5 g or more and with 'e' value to  $1 \times 10^k$ ,  $2 \times 10^k$  and  $5 \times 10^k$ , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which, the approved model has been manufactured.

[F. No. WM-21(48)/99]

P. A. KRISHNAMOORTHY, Director, Legal Metrology



नई दिल्ली, 25 जुलाई, 2002

**का.आ. 2629.**—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जय इलेक्ट्रॉनिक्स एंड मार्केटिंग, बी/13, सिद्धेश्वरी सोसायटी, मनी नगर (ईस्ट), अहमदाबाद-380008 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग II) वाले "जेम-टी" शृंखला के स्वतःसूचक अस्वचालित इलेक्ट्रॉनिक अंकक सूचन सहित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का जिसके ब्रांड का नाम "आदर्श इंडिया" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/72 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल (आकृति देखें) एक तोलन उपकरण है। इसकी अधिकतम क्षमता 22 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल.ई.डी.) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उमी मेघ और आसपास वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी संद्धान्त डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अंतराल (एन) की संख्या 1 मि.ग्रा. से 50 मि.ग्रा. के "ई" मान के लिए 100 से 50,000 के रेंज में है और 100 मि.ग्रा. और इससे अधिक के "ई" मान के लिए 5000 से 50,000 के रेंज में सत्यापन मापमान अंतराल (एन) है तथा जिनका "ई" मान  $1 \times 10^{-3}$ ,  $2 \times 10^{-3}$  और  $5 \times 10^{-3}$  है जो धनात्मक या ऋणात्मक पूर्णांक है या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(119)/98]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2629.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the model of the self-indicating, non-automatic, (table top type) weighing instrument with digital indication of "JEM-T" series of High accuracy class (Accuracy class II) with brand name "ADRRSH INDIA" (hereinafter referred to as the Model) manufactured by M/s. Jay Electronics and Marketing, B/13, Siddheswari Society, Mani Nagar (East) Ahmedabad-380008 and which is assigned the approval mark IND/09/2001/72;

The Model (see figure) is a strain gauge load cell based non automatic weighing instrument with a maximum capacity of 22kg. and minimum capacity of 100g. The verification scale interval value (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts and frequency 50-Hertz alternate current power supply;



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50 kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$ ,  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model have been manufactured.

[F. No. WM-21(119)/98]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 25 जुलाई, 2002

**का.आ. 2630.**—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) याट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस याट की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जय इलेक्ट्रॉनिक्स एंड मार्केटिंग, बी/13, सिद्धेश्वरी सोसाइटी, मनी नगर (ईस्ट), अहमदाबाद-380008 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग III) वाले "जेम-पी" शृंखला के स्वतःसंचालित इलेक्ट्रॉनिक अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का जिसके ब्रांड का नाम "आदर्श इंडिया" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/73 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल (आकृति देखें) एक तोलन उपकरण है। इसकी अधिकतम क्षमता 60 कि.ग्रा. और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल.ई.डी.) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मॉक और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5000 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 5 ग्रा. या इससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में है तथा जिनका "ई" मान  $1 \times 10^{-4}$ ,  $2 \times 10^{-4}$  और  $5 \times 10^{-4}$  है जो धनात्मक या ऋणात्मक पूर्णांक है या शून्य के समतुल्य है।

[ फा. सं. डब्ल्यू. एम.-21(119)/98 ]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2630.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the model of the self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of "JEM-P" series of Medium accuracy class (Accuracy class III) with brand name "ADRRSH INDIA" (hereinafter referred to as the model) manufactured by M/s. Jay Electronics and Marketing, B/13, Siddheswari Society, Mani Nagar (East), Ahmedabad-380008 and which is assigned the approval mark IND/09/2001/73;

The Model (see figure) is a weighing instrument with a maximum capacity of 60kg and minimum capacity of 200g. The verification scale interval value (e) is 10g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply;



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$ ,  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model have been manufactured.

[F. No. WM-21(119)/98]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 25 जुलाई, 2002

**का.आ. 2631.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अल्फा इंटरप्राइज, श्रीजी इस्टेट, डी-18/बी, अलका कोल्डस्टोरेज के समीप फेज 1, नरोदा, अहमदाबाद-382330 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले “ए एल एफ” श्रृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (वे ब्रिज कंजर्जन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम “अलफा” है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/00/262 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) का अंकक सूचन सहित (प्लेटफार्म प्रकार) का अस्वचालित तोलन उपकरण है जिसकी अधिकतम क्षमता 300 किलो ग्राम और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 50 ग्रा. है। प्रदर्श इकाई प्रकाश उत्सर्जक डायोड (एल.ई.डी.) प्रकार की है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. से ज्यादा तथा 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 5 ग्रा. या अधिक के “ई” मान के लिए 500 से 10,000 की रेंज में है तथा जिनका “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$  और  $5 \times 10^3$  है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[ फा. सं. डब्ल्यू. एम.-21(136)/99 ]

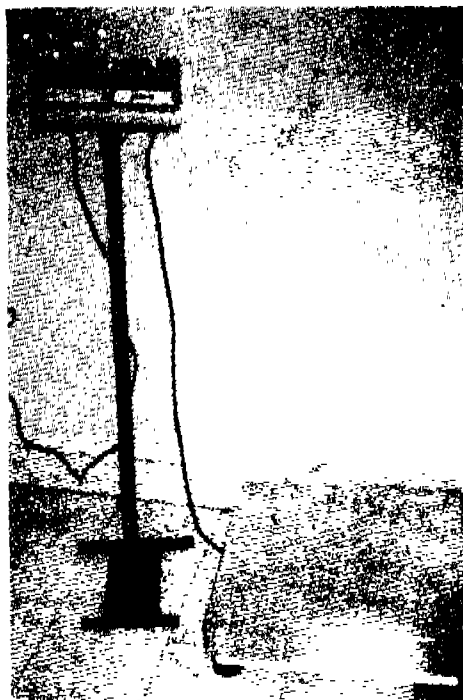
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2631.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standard of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of non-automatic weighing instrument platform-type) with digital indication (here in referred to as the Model) of 'ALF' series belonging to Medium accuracy class (accuracy class III) and with brand name 'ALPHA', manufactured by M/s Alpha Enterprise, Shriji Estate, D-18/B, Near Alka Cold Storage, Phase-I, GIDC, Naroda, Ahmedabad-382 330 (Gujarat), and which is assigned the approval mark IND/09/00/262;

The said model (figure given below) is a strain gauge load cell based non-automatic weighing instrument (platform type) with digital indication of maximum capacity 300 kg, minimum capacity 1 kg and belonging to medium accuracy class (accuracy class III). The value of verification scale interval (e) is 50 g. The display unit is of light emitting diode. The instrument operates on 230 V, 50 Hertz alternate current power supply.



Further, in exercise of the powers conferred by Sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity in the range more than 50 kg and upto 5 tonne and with number of verification scale interval (n) in the range 500 to 10,000 for 'e' value of 10 g or more with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$ , or  $5 \times 10^k$ , where k is a positive or negative whole number or zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which, the approved model has been manufactured

[F. No. WM-21(136)/99]

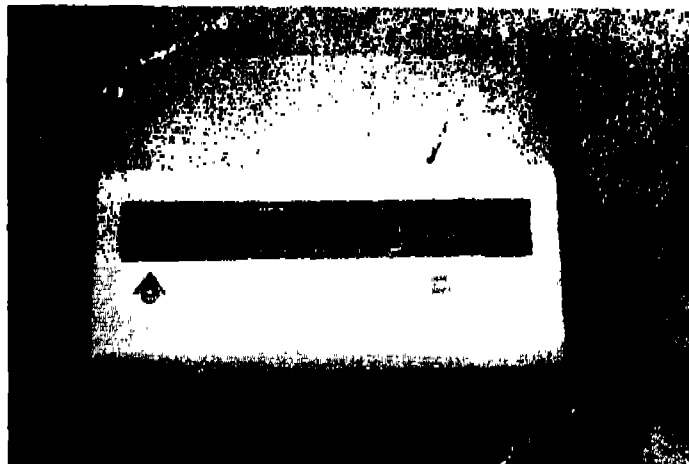
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 25 जुलाई, 2002

का.आ. 2632.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अल्फा इंटरप्राइज, श्रीजी इस्टेट, डी-18/बी, अलका कोल्डस्टोरेज के समीप फेज 1, नरोदा, अहमदाबाद-382330 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले "ए एल एफ" शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (वे ब्रिज कंवरजन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'अलफा' है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/00/263 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) का अंकक सूचन सहित (वे ब्रिज कंवरजन किट प्रकार का) अस्वचालित तोलन उपकरण है। जिसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। प्रदर्श इकाई प्रकाश उत्सर्जक डायोड (एल ई डी) प्रकार की है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत् प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 5 कि.ग्रा. या अधिक के "ई" मान के लिए 500 से 10,000 की रेंज में है तथा जिनका "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$  है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फ़. सं. डब्ल्यू. एम.-21(136)/99]

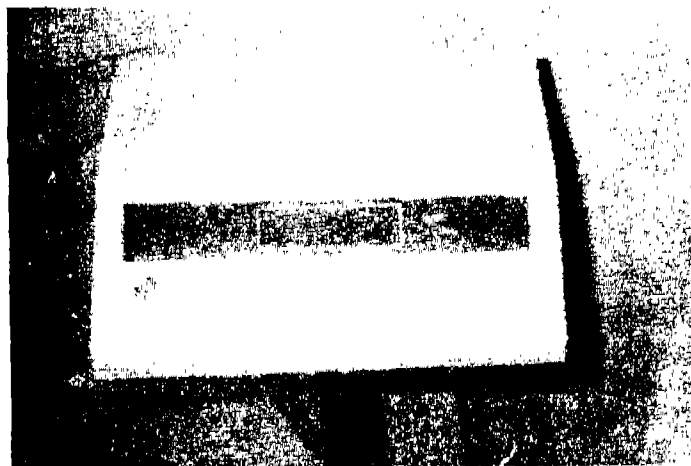
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2632.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions :

Now, therefore, in exercise of the powers conferred by Sub-section (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of model of non-automatic weighing instrument (Weighbridge conversion-kit type) with digital indication (here in referred to as the Model) of 'ALF' series belonging to Medium accuracy class (accuracy class III) and with brand name 'ALPHA', manufactured by M/s Alpha Enterprise, Shriji Estate, D-18/B, Near Alka Cold Storage, Phase-I, GIDC, Naroda, Ahmedabad-382 330 (Gujarat), and which is assigned the approval mark IND/09/00/263;

The said model (figure given below) is a strain gauge load cell based non-automatic weighing instrument (Weighbridge conversion-kit type) with digital indication of maximum capacity 40 tonne, minimum capacity 100 kg and belonging to medium accuracy class (accuracy class III) The value of verification scale interval (e) is 5kg. The display unit is of light emitting diode. The instrument operates on 230 V, 50 Hertz alternate current power supply



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and with number of verification scale interval (n) in the range 500 to 10,000 for 'e' value of 5 kg, or more with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$ ,  $5 \times 10^k$  where k is a positive or negative whole number or zero manufactured by the same manufacturer in accordance or with the same principle, design and with the same materials which, the approved Model have been manufactured

[F. No. WM-21(136)/99]

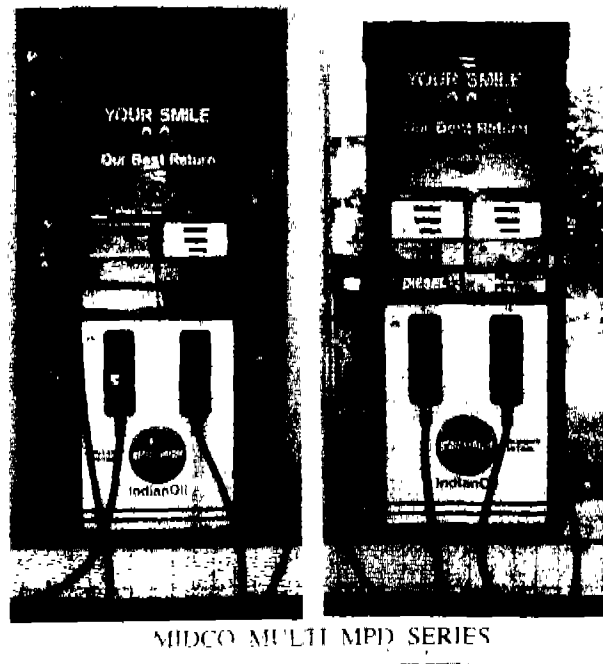
P A KRISHNAMOORTHY, Director, Legal Metrology



नई दिल्ली, 25 जुलाई, 2002

**का.आ. 2633.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मर्कैटाइल इंडस्ट्रियल डेवलपमेंट कंपनी लिमिटेड, प्लॉट नं. 39/44, स्कीम रोड, 2, सायन (ई), मुंबई-400022 द्वारा विनिर्मित "मल्टी एम पी डी 242" शृंखला के अंकक प्रदर्श (यह उत्पाद प्रकार) के मॉडल का, जिसके ब्रांड का नाम "मिडको" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/279 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



यह माडल एफ़ एम-1007 के साथ फिट किया गया वितरक पंप है जिसमें पिस्टन प्रकार के घनात्मक विस्थापन मीटर और समायोजन के लिए अंश शोधक चक्र है। यांत्रिक योगक परिदृश दूत के प्रवाह का संख्य करता है। इसकी अधिकतम प्रवाह दर 40 लीटर प्रति मिनट है और न्यूनतम दर 5 लीटर प्रति मिनट है। प्रदर्श एकक प्रदीप्त मान प्रकार का है। घन मूल्य का आयतन द्वारा ईंधन परिदृश करने की वर्तमान सुविधा है। इसका पेट्रोल, डीजल, केरोसीन और सभी पेट्रोलियम उत्पादों के वितरण करने में उपयोग किया जाता है।

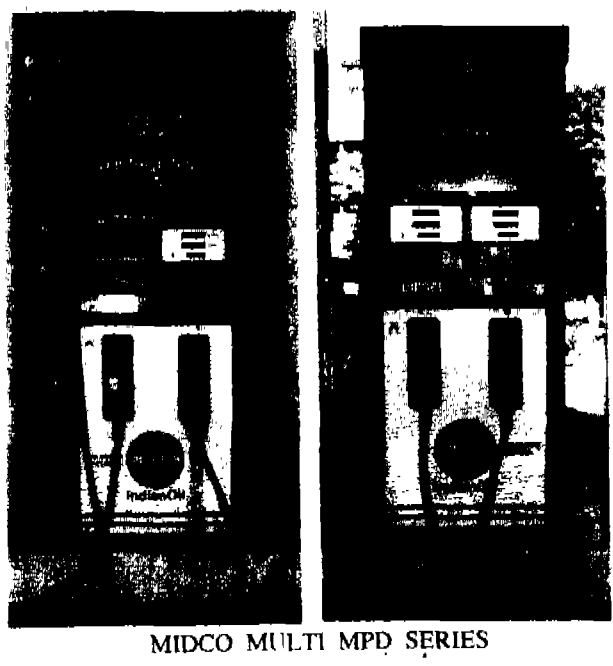
[फा. सं. डब्ल्यू. एम.-21(150)/2000]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2633.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions :

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the model of (Multi Product type) dispensing pump with digital display (hereinafter referred to as the model), of "Multy MPD 242" series with brand name "MIDCO" manufactured by M/s Mercantile and Industrial Development Company Limited, Plot No. 39/44, Scheme 6 Road 2, Sion (E), Mumbai-400022 and which is assigned the approval mark IND/09/2001/279:



The model is dispensing pump (Multi-product type) suitable for dispensing one or two different grades of fuels fitted with FM-1007, piston type positive displacement meter and a calibration wheel for adjustment. The mechanical totalizer provides cumulative of volume of liquid delivered. It is having maximum flow rate of 40 litre per minute. The minimum flow rate is 5 litre per minute. The display unit is of fluorescent type. It has preset facility to deliver fuel by money, value or volume. It is used for dispensing petrol, diesel, kerosene and all petroleum products.

[F No WM-21(150)/2000]

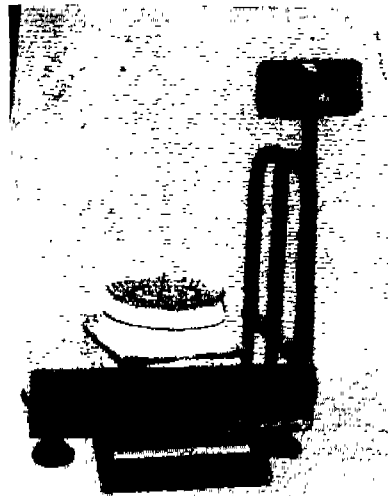
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 25 जुलाई, 2002

**का.आ. 2634.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सन सिस्टम्स, 3 लेक रोड, मांडुप, मुम्बई-78 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग 3) वाले "एम एम" शृंखला के अस्वचालित अंकक मूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सन" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/286 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल (आकृति देखें) एक अस्वचालित (प्लेट फार्म प्रकार) तोलन उपकरण है। जिसकी अधिकतम क्षमता 100 कि.ग्रा. और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। भारग्राही वर्गाकार खंड है जिसकी भुजाएं 450 मि.मी. x 450 मि.मी. हैं। प्रकाश उत्सर्जक डायोड (एल. ई. डी.) प्रदर्शन तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत के उसी मेक यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उम्मी सिद्धान्त, डिजाइन और उम्मी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 5 ग्राम या अधिक के "ई" मूल्य के लिए 500 मि.ग्रा. से 10,000 की रेंज में है तथा जिनका "ई"  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  या  $5 \times 10^{-6}$  है जिसमें के घनात्मक या ऋणात्मक पूर्णांक है या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम.-21(297)/2001]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2634.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model; described in the said report ( the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the model of the non-automatic weighing instrument (Platform type) with digital indication belonging to Medium accuracy (Accuracy class III) of "SS" series with brand name "SUN" (herein referred to as the model), manufactured by M/s. Sun Systems, 3, Lake Road, Bhandup, Mumbai-78 and which is assigned the approval of mark IND/09/2001/286.

The said model ( figure given below) is a load based non-automatic weighing instrument (Platform type). The maximum capacity is 100 kg and minimum capacity 200g. The value of verification scale interval (e) is 10 g It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of side 450mm × 450mm. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50-Hertz alternate current power supply;



Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 5 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  and  $5 \times 10^k$ , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured

[F No. WM-21(297)/2001]

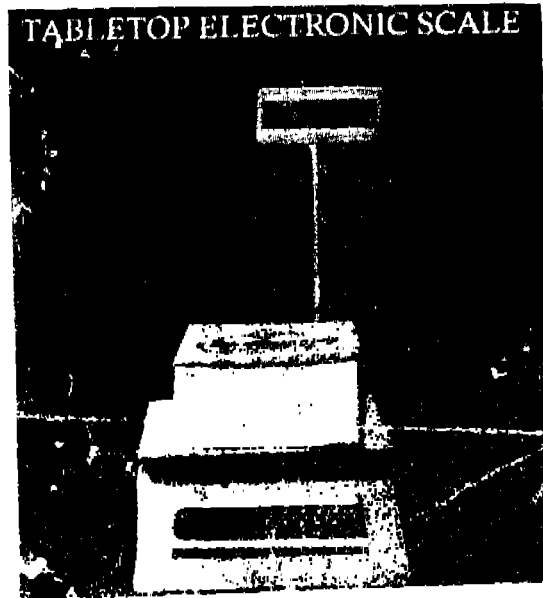
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 25 जुलाई, 2002

का.आ. 2635.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उमे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सन सिस्टम्स, 3 लेक रोड, मांडुप, मुंबई-78 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग 3) वाले "एस एम" शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रॉड का नाम "सन" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/285 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है ;

उक्त मॉडल (आकृति देखें) एक अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। जिसकी अधिकतम क्षमता 15 कि.ग्रा. और न्यूनतम क्षमता 40 ग्रा. हैं। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. हैं। इसमें एक अंधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक भारित अंधेयतुलन प्रभाव है। भारग्राही आयताकार खंड है जिसकी भुजाएं 220 मि.मी. × 280 मि.मी. हैं। प्रकाश उत्सर्जक डायोड (एल. ई. डी.) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत के उसी मेक यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 100 मि.ग्रा. से 2 ग्राम के "ई" मान के लिए 100 मि.ग्रा. से 10,000 की रेंज में है और 5 ग्राम या अधिक के "ई" मान के लिए 500 से 10,000 की रेंज में है तथा जिनका "ई" मान  $1 \cdot 10^0$ ,  $2 \cdot 10^0$  और  $5 \cdot 10^0$  के हैं जिसमें के घनात्मक या ऋणात्मक पूर्णांक है या शून्य के समतुल्य है।

[ फा. सं. डब्ल्यू. एम.-21(297)/2001 ]

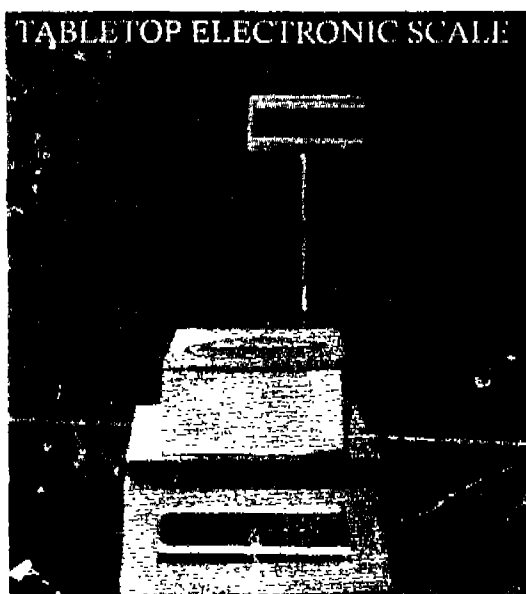
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th July, 2002

**S.O. 2635.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report ( the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions .

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the model of the non-automatic weighing instrument (Table top type) with digital indication belonging to Medium accuracy (Accuracy class III) of "SS" series with brand name "SUN" (herein referred to as the model), manufactured by M/s. Sun Systems, 3, Lake Road, Bhandup, Mumbai-78 and which is assigned the approval of mark IND/09/2001/285;

The said model ( the figure given) is a load based non-automatic weighing instrument (Table top type). The maximum capacity is 15 kg and minimum capacity 40g. The value of verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of side 220mm × 280mm. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50-Hertz alternate current power supply.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. and with number of verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  and  $5 \times 10^k$ , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(297)/2001]

P. A. KRISHNA MOORTHY, Director, Legal Metrology

## श्रम मंत्रालय

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पो. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-30011/11/2000-आई.आर. (एम)]

बी.एम. डेविड, अवर सचिव

## MINISTRY OF LABOUR

New Delhi, the 19th July, 2002

S.O. 2636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Indian Oil Corpn. Ltd., and their workman, which was received by the Central Government on 19-7-2002.

[No. L-30011/11/2000-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

BEFORE SHRI Y. P. BHATT, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL CENTRAL, AHMEDABAD

Reference (ITC) No. 59 of 2000

## ADJUDICATION

## BETWEEN

Indian Oil Corporation Ltd., Baroda ... First party

## AND

The Workmen employed under it, ... Second party.

In the matter whether Chemical Mazdoor Panchayat has locus standi to raise the dispute on behalf of S/Shri Ashokbhai Daulatbhai Rana & 8 others, etc.

## APPEARANCES :

Shri K. V. Gadha, learned Advocate for the First party.

## AWARD

The Under Secretary, Ministry of Labour, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi by his Order No. L-30011/11/2000/JR(M) dtd. 31-5-2000, has referred an industrial dispute between the above parties as stated in the Schedule of above order to this Tribunal for adjudication u/s. 10(1) of the Industrial Disputes Act, 1947.

2448 GI/2002—27

Notice was issued to the concerned workmen Second party to remain present and file their statement of claim before this Tribunal, but they failed to do so and as a result, this Tribunal had to make several adjournments. Considering the fact that this matter was required to be disposed of within three months and also the Union-Second party has not filed any statement of claim even after two years, it is crystal clear that the Union-Second party has lost interest in proceeding with this reference case further. Shri K. V. Gadia, learned Advocate for the First party has remained present. In the result, I pass the following order:—

## ORDER

This reference case is dismissed for want of prosecution and it is disposed of accordingly with no order as to costs.

Y. P. BHATT, Presiding Officer

Ahmedabad, 25th June, 2002.

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट को (संदर्भ संख्या 79/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-30011/22/2001-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/2001) of the Central Government Industrial Tribunal Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd. and their workman, which was received by the Central Government on 19-7-2002.

[No. L-30011/22/2001-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

## PRESENT :

S. N. Saundankar, Presiding Officer,

Reference No. CGIT-2/79 of 2001

Employers in relation to the management of  
ONGC Ltd., the Regional Director (MRBC)  
ONGC Ltd.,

The Regional Director (MRBC),  
Vasundhara Bhavan, Bandra (E),  
Mumbai-400 051.

AND

Their Workmen

Dy. Genl. Secretary,  
General Emp. Assocn.,  
Tel Rasayan Bhavan,  
Tilak Road,  
Dadar,  
Mumbai.

#### APPEARANCES :

For the Employer : Mr. Shriram Patil Representative.

For the workmen : Mr. Jaiprakash Sawant Advocate.

Mumbai, dated 2nd July 2002

#### AWARD

The Government of India, Ministry of Labour, by its Order No. L-30011/22/2001/IR(M), dtd. 31st May, 2001, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub section (2A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of ONGC Ltd., in not granting the Radio Operators the ONGC pay scale who are not covered by any of the Writ Petitions and not providing bonus, arrears and protective clothes to the Security Guards working in various Housing Colonies is legal and justified ? If not, what relief the workmen concerned are entitled to ?"

2. Pursuant to the notices employees union appeared through Advocate Shri Jaiprakash Sawant and the management ONGC through Representative Shri Shriram Patil. The union vide purshis (Exhibit-8) pointed out, since the demands under reference cover in another reference they do not wish to prosecute the instant reference and consequently the same be disposed of. Since the union does not wish to prosecute, the reference will have to be disposed of and hence the order :

#### ORDER

Reference stands disposed of for want of prosecution.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 23 जुलाई, 2002

का.आ. 2638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर लाल नेहरू पोर्ट ट्रस्ट के प्रबंधन के संबंध

निर्णयकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या 149/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-07-2002 को प्राप्त हुआ था।

[सं.एल-31011/1/99-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 23rd July, 2002

S.O. 2638.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 149/1999) of the Central Government Industrial Tribunal, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Lal Nehru Port Trust and their workman, which was received by the Central Government on 23-7-2002.

[No. L-31011/1/99-IR(M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

#### PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/149 of 1999

Employers in relation to the management of  
Jawahar Lal Nehru Port Trust.

Jawaharlal Nehru Port Trust  
The Chairman,  
1107, Raheja Centre,  
214, F.P.J. Marg,  
Nariman Point,  
Mumbai-400 021.

AND

Their Workmen

Nhava Seva Port and General Workers Union,  
The General Secretary,  
Port Trust Kamgar Sadan, Nawab Tank Road,  
Mazagaon,

Mumbai-400010.

#### APPEARANCES:

For the Employer : Mr. Lancy D'Souza Representative.

For the Workmen : Mr. Jaiprakash Sawant Representative.

Mumbai, dated 11th July, 2002

#### AWARD

The Government of India Ministry of Labour, by its Order No. L-31011/1/99/IR(M), dtd. 12-7-99, in



exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Jawaharlal Nehru Port Trust, Mumbai, in excluding HRA & CCA from the amount of encashment of leave is legal and justified? If not, to what relief the workman concerned are entitled?"

2. By the Statement of Claim (Exhibit-5) Nhava Seva Port and General Workers Union contended that the workers of the management of Jawaharlal Nehru Port Trust as a matter of their service conditions used to receive the amount of encashment of leave on the basis of and including the amount of their pay, Dearness Allowances, House Rent Allowance (HRA) and City Compensatory Allowance (CCA). It is contended that the benefit of HRA and CCA in the amount of encashment of leave is available to the workmen since their appointments in JNPT, which forms the customary concession, privilege, and usage and that this benefit is protected under the settlement dtd. 6-12-94 which is valid, operative and subsisting and therefore the said benefit cannot be frozen invoking the provisions of Section 9-A of the Industrial Disputes Act. It is contended the union had raised industrial dispute over the demand for continuation of the benefit of including HRA & CCA in the amount of encashment of leave, which was ended in failure on account of adamant attitude of the management and that by the circular dtd. 12-3-99 the management during the pendency of Conciliation proceedings apprised that the amount of encashment of leave will be paid excluding HRA & CCA. Union contended that this action of the management excluding HRA & CCA from the amount of encashment of leave is contrary to the provisions of the Industrial Disputes Act, and the settlement dtd. 6-12-94 and that it amounts to unfair labour practice, consequently the same being not legal the management be directed to set the position right.

3. Management, JNPT, opposed the claim of the union by filing Written Statement (Exhibit-6) contending that inclusion of HRA & CCA in the amount of encashment of leave workmen would get dual payment in respect of similar allowance for a particular month. It is contended while availing of leave the employee gets his month's salary inclusive of HRA & CCA therefore paying HRA & CCA again in the amount of encashment of leave is double payment which is contrary to the concerned rules. It is contended that the Ministry of Surface Transport, Government of India, considering the relevant factors, by the letter dtd. 1-12-95 directed the management JNPT that HRA & CCA should be excluded from the amount paid as encashment of earned leave and consequently a notice of change dtd. 12-6-96 conveying their intentions of excluding HRA & CCA was issued and that the said matter was admitted in conciliation but, none from the union appeared in the proceedings which was consequently closed on 11-4-97 and the same was communicated to the Ministry of Labour. It is contended the management while implementing the directives in the letter referred to above, by its letter dtd. 12-3-99 informed not to include CCA & HRA in

the amount of encashment of leave and the said action being legal the union should not have grievance. It is contended that said action being also justified the claim of the union be dismissed in toto.

4. By Rejoinder (Exhibit-7) union contended that the management cannot take away the right conferred on the employees in the service conditions as well as in the Wage Settlement dtd. 6-12-94 therefore the action is illegal, consequently reiterating the recitals in the Statement of Claim it denied the averments in the Written Statement.

5. My Learned Predecessor framed issues (Exhibit-10) and in that reference union's Vice President Mr. Sawant filed affidavit in lieu of Examination-in-Chief (Exhibit-15) and closed evidence vide purshis (Exhibit-16). Management however did not lead oral evidence vide purshis (Exhibit-17).

6. Union filed written submissions alongwith copies of rulings with list (Exhibit-21 & 24) and the management at Exhibit-18. On perusing the record and hearing the Learned representatives, I record my findings on the issues for the reasons stated below:—

Issues	Findings
1. Whether the action of the management of Jawaharlal Nehru Port Trust, Mumbai in excluding HRA & CCA from the amount of encashment of leave is legal and justified?	Yes.
2. If not, what relief the concerned workmen are entitled to?	As per order below.

#### REASONS

7. Admittedly management JNPT by the letter dtd. 12-3-99 issued circular informing that the salary amount of encashment of leave will be paid excluding the amount of HRA & CCA. From the side of management it is contended that the said circular was issued on the basis of the letter of Ministry of Surface Transport, Government of India dated 1-12-95 as while availing of leave an employee gets his monthly salary inclusive of HRA & CCA and by paying the HRA & CCA in the amount of encashment of leave, the employee would get double payment in respect of said head of allowance. The Learned Representative Mr. D'Souza submits that the Government of India, in its Central Civil Service Rules also directed non payment of HRA and CCA while encashment of leave and that the Hon'ble Apex Court clearly ruled in Union of India Vs. Justice S. S. Sandhawaha (Retd.) and Ors. 1994 II LLJ 509 that :

"City Compensatory Allowance and House Rent Allowance are not includible in computation of cash equivalent of leave salary which was binding to ensure compliance of the same."

8. The Learned Representative, Mr. Sawant urged with force that to receive the amount of encashment of leave including HRA & CCA is the part of service conditions and that the same is incorporate in the wage settlement dtd. 6-12-94, which is st

valid, operative and still subsisting which facility cannot be trozen by the management, relying on M/s. Christine Hoden (1) Pvt. Ltd. Vs. State of Goa & Ors. 2001 (3) ALL MR 221. On going through the record it is seen union had raised dispute to the above effect, however, that was closed by the Conciliation Officer and against that no proceedings under section 33A of the Industrial Disputes Act were instituted by the union which shows inaction on the part of the union in that context. Apart from this, so far the submission that to receive HRA & CCA while encashment of Leave Salary as service condition and incorporated the same in wage settlement, the Learned Representative Mr. D'Souza submits mistake committed earlier cannot be allowed to perpetuate for all times to come when it is apparent that there-by the workers would get dual payment and for this he relied on State of Madhya Pradesh and Ors. Vs. Ramesh Kumar Sharma 1994 1 L.L.N. 576.

9. On going through the record as a whole it is clear inclusion of HRA & CCA in the amount of encashment of leave the workmen would get dual payments in respect of similar amounts for a particular month and going through the decision of the Hon'ble Supreme Court in case of Union of India, the management is totally justified to exclude HRA & CCA from the amount of encashment of leave. Consequently the action being also illegal does not call for interference. Consequently union is not entitled to any reliefs. Issues are therefore answered accordingly and hence the order :—

#### ORDER

The action of the management of Jawaharlal Nehru Port Trust, Mumbai, in excluding HRA & CCA from the amount of encashment of leave is legal and justified and consequently union is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 23 जुलाई, 2002

का.आ. 2639.—औद्योगिक विवाद अधिनियम, 1947 (1949 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधसंज्ञ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 204/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-07-2002 को प्राप्त हुआ था।

[सं. एल-31012/18/99-आई. आर. (विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 23rd July, 2002

S.O 2639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 204/1999) of the Central Government Industrial Tribunal, Mumbai now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 23-7-2002.

[No. L-31012/18/99-IR(M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

#### PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/204 of 1999

Employers in relation to the management of  
Mumbai Port Trust,  
The Chairman,  
Mumbai-400038.

#### AND

Their Workmen,  
Mumbai Port Trust General Workers Union,  
The General Secretary,  
Wadi Bunder, 1st Floor,  
Kavarana Building,  
26/4, P. D'Mello Road,  
Mumbai-400038.

#### APPEARANCES :

For the Employer : Mr. M. B. Anchan. Advocate.

For the Workmen : Mr. V. Narayanan, Representative.

Mumbai, dated, 9th July, 2002

#### AWARD

The Government of India, Ministry of Labour, by its Order No. L-31012/18/99/IR(M), dtd. 12-10-99, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Mumbai Port Trust by reverting the workman Shri V. V. Patekar from the post of Plumber to Asstt. Carpenter is justified? If not, then what relief the workman is entitled to?"

2. Workman, Shri V. V. Patekar, was engaged by the MBPT as a mazdoor on 1-1-80. Employees union vide Statement of Claim (Exhibit-4) averred that workman was later on interviewed and cleared for the post of plumber in 1996 and he started working as plumber since October, 1996. It is contended that one B. M. Chougule was working as Lascar in the Port Trust. Since management was interested in him though he was cleared in 1997, promoted him as plumber reverting Patekar. It is the contention of union that said Chougule being the Lascar in the Head Office can only apply for the post of Office Assistant. Clerk and in any case he ought not to have been allowed to

appear for the post of Plumber however, management wrongly promoted him as Plumber reverting Mr. Patekar though he had earned his usual increment in the post of Plumber. It is contended union had raised dispute to that effect with R.L.C.(C) but conciliation ended in failure. Therefore, it is the contention of union that the action of the management promoting Shri B. M. Chougule as Plumber, reverting Mr. V. V. Patekar is illegal and therefore the management be directed to set right the position.

3. Management, Port Trust opposed the claim of the union by filing Written Statement (Exhibit-5) contending that promotion to the post of Plumber is made on the basis of seniority in the lower post. If the senior employee passes the trade test later he is given seniority over the junior employees who have passed the trade test earlier but are still on the panel, in conformity with para 17.14 of the rules of recruitment in the Civil Engineering Department. It is contended that unskilled workers who have put in six years service may appear for trade test for empanelment. It is further the contention of management that two permanent posts of Plumbers were sanctioned by the Competent Authority on 23-9-96. B. M. Chougule working as Lascar appeared for the oral test on 6-4-96 and for trade test on 31-7-96 and he passed the said trade test on 31-7-96, which was and should be the date of commencement of the validity of panel in terms of para 17.13.2 of the rules of recruitment. That time, one Mohd. Yusuf Naik engaged as substitute Mazdoor on 21-12-73, workman Patekar appointed as mazdoor on 1-1-80, and B. M. Chougule engaged as office boy on 29-4-65 were on panel for promotion to the post of Plumber from 3-8-94, but, were not promoted for want of vacancies in the post. It is contended under the circumstances workman Patekar was wrongly promoted without considering the seniority of Chougule. Therefore, workman was reverted promoting Chougule as plumber from 6-6-98, as Patekar was junior most among the three empanelists. It is contended in that light the action of the management is totally justified, consequently prayed to dismiss the claim of the union.

4. On the basis of the pleading, issues were settled at Exhibit-6 and in that context union filed affidavit of workman Patekar (Exhibit-8) in lieu of Examination-in-Chief and closed evidence vide purshis (Exhibit-10). Administrative Officer of the Port Trust Shri Satpute filed affidavit in lieu of Examination-in-Chief (Exhibit-11) and management closed oral evidence vide purshis (Exhibit 12).

5. Workman filed written submissions (Exhibit-15) and the management (Exhibit-13). On perusing the record as a whole and hearing the representative for the union and the Learned Counsel for the Port Trust at length, I record my findings on the following issues for the reasons stated below :

#### ISSUES

#### FINDINGS

- |  |                     |
|--|---------------------|
| 1. Whether the action of the management of Mumbai Port Trust by reverting the workman Shri V. V. Patekar from the post of Plumber to Asstt. Carpenter is justified ? | Yes.                |
| 2. If not justified, what relief the workman is entitled to ?  | As per order below. |

#### REASONS

6. Admittedly workman Patekar was appointed as mazdoor by the management Port Trust on 1-1-80 and one Chougule on 29-4-65. It is therefore, apparent that workman was junior to Mr. Chougule. The Learned Representative for the union Mr. Narayanan urged with force that Chougule a Lascar, working in the Head Office can only apply for the post of Office Assistant, Clerk and in any case, he ought not to have been allowed to appear for the post of Clerk and submitted in this context, management erred in promoting Chougule in 1998 reverting Patekar already promoted in 1996, as Plumber. On perusal the rules of recruitment clearly shows that unskilled workers who have put in six years service may appear for trade test for empanelment for recruitment of plumber in the Civil Engineering Department and the promotion to the post of Plumber is made on the basis of seniority in the lower post as per para 17.14 of the rules. On perusal of the record it is seen two permanent posts of Plumbers were sanctioned by the competent authority on 23-9-96 on which date the two additional posts of Plumbers came into existence. Chougule appeared for oral test on 6-4-96 and for trade test on 31-7-96 and he passed the trade test on that date, which is the date of commencement of the validity of the panel in terms of para 17.13.2 of the said rules. Rule 17.14 indicates that promotion to the post of plumber is made on the basis of seniority in the lower post. However, if a senior employee passes the trade test later he is given seniority over the junior employees who have passed the trade test earlier, but, are still on the panel. In the case in hand, workman Patekar was junior-most among the three empanelists viz. Chougule and Naik. Consequently management must have promoted Chougule, however, wrongly that time, promoted the junior-most workman viz. Patekar. Workman and Chougule were admittedly unskilled workers and that the rule 17.14 mentions unskilled workers who have put in six years service may appear for the trade test for empanelment thereby non-prohibiting Chougule from appearing in the test for the post of Plumber. Therefore, I find no substance in the submission of Mr. Narayanan that Chougule was wrongly promoted reverting workman.

7. It is seen from the record workman Patekar later on promoted as plumber on 1-9-99. In the year 1996 there were only two sanctioned posts of Plumber and that among the panelists workman was junior-most, however, wrongly he was then promoted as plumber ignoring the seniority of Chougule. The management on perusal of the rules for recruitment later on rectified the mistake reverting the workman Patekar, and the same being in conformity with the rules, action of management is totally justified. Consequently workman is not entitled to any relief. Issues are therefore answered accordingly and hence the order :—

#### ORDER

The action of the management of Mumbai Port Trust by reverting the workman Shri V. V. Patekar from the post of Plumber to Asstt. Carpenter is totally justified and consequently he is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 9/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-31012/20/98-अ.ई.आर. (विषय)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/1999) of the Central Government Industrial Tribunal, Mumbai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 19-7-2002.

[No. L-31012/20/98-IR(M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PARTIES :

Shri Justice S. C. Pandey, Presiding Officer.

Reference No. CGIT-9 of 1999

PARTIES :

Employers in relation to the management of Mumbai Port Trust.

AND

Their Workmen.

APPEARANCES :

For the management : Shri M. T. Khopkar, Law Officer.

For the Workmen : Shri H. T. Ameta, Representative.

State : Maharashtra.

Mumbai, dated this the 7th day of June, 2002

#### AWARD

1. This is a reference under Section 10(1)(d) read with section 10(2A) of the Industrial Disputes Act 1947 (the Act for short). The following question has been referred to this Tribunal by the Central Government.

“Whether the action of the management of Mumbai Port Trust in dismissing Shri

Ashok S. Salve from the services of the Port Trust is justified? If not, to what relief the workman is entitled?”.

2. Ashok Sadashiv Salve (the workman for short) was appointed as one of the Junior Cooks of the Mumbai Port Trust. He was posted in the Department of Auxiliary Fire Service headed the Deputy Conservator. He went on leave between 4-3-89 to 7-3-89. He remained absent till 5-8-1989. He was served with charge sheet dated 5-10-1989 for overstaying his leave from 8-3-1989 to 5-8-1989 without sanction or prior communication. In response to letter of department dated 24-4-1989 the workman a belated reply on 29-5-1989 pleading the sickness of his wife. Thereafter, he presented himself on 25-7-1989 and was permitted to join on 5-8-1989. The charges framed under Regulations 8 and 12 of Bombay Port Trust employees (Classification Control and Appeal) Regulation 1976. It was also alleged that even prior to the aforesaid incident the workman remained absent without obtaining leave and was warned as well as failed. The charges amounted to habitual absence without leave and also for absence for more than 10 days without leave.

3. The workman did not reply and therefore Asstt. Law Officer and advocate Shri S. S. Lad was appointed as a Enquiry Officer. The workman appeared and stated before the enquiry officer that he does not want to be represented by anybody. He stated that he remained absent due to illness of his wife. During the course of enquiry after examining PW 1 D.H. Pose who proved that workman was absent as alleged in the charge sheet and further placed documents on record showing the conduct of the workman when he was asked to give explanation for overstaying the leave. The statement of workman was also recorded. The workman claimed that he remained absent due to prolonged illness of his mother and his wife. It was stated by him that he left Mumbai for his native place when informed that his mother had fallen ill. The finding of the enquiry officer was against the workman. It was held that the overstayd his leave without any sanction and did not reply promptly. However, on 25-7-1989 he wanted to resume his duties. It was stated that the medical certificates Ex. 4 may indicate a genuine reason for absence but since the workman did not make prompt intimation he was guilty under regulations under 22(2) and (e) of Rules. The enquiry report dated 14th March, 1990 was sent to the Deputy Conservator who issued show cause notice dated 24-4-1990 along with the copy of findings against the proposed punishment of dismissal. Thereafter, he was dismissed by order dated 30 June, 1990 by the Deputy Conservator. It appears that order dated 30-6-1990 was appealed against by letter dated 12th November, 1996. The appeal was rejected as barred by time.

4. Thereafter the workman appears to have raised the industrial dispute which has been referred to this Tribunal.

5. The workman has filed his statement of claim and the employer filed written statement. The workman filed his affidavit and he was cross examined. The union representative Shri Ameta had also filed his affidavit. He too was cross examined. The matter

was finally heard with the consent of the parties on preliminary issues as well as on the quantum of question of punishment.

6. This Tribunal had framed the following issues :

1. "Whether the Enquiry Officer did not give reasonable opportunity and hearing to workman and thereby, violated the principles of natural justice?"
2. Whether the findings recorded by the Enquiry Officer are perverse and his dismissal could be justified in law?
3. Whether the dismissal of the appeal of the workman was justified on the ground that it was barred by time?
4. Whether the action of the Mumbai Port Trust in dismissing the workman is legal and justified in view of the specific findings recorded by the enquiry officer that the workman might have been absent from the duty due to apparently valid reasons?
5. Whether the quantum of punishment accorded to the workman is harsh and unjust?
6. To what relief if any, the workman is entitled?"

7. The issue Nos. 1, 2 and 3 were treated as preliminary issues. However with the consent of the parties the matter written arguments were also submitted.

8. As to issue Nos. 1, 2 and 3 are concerned the finding is recorded against the workman and in favour of the employer. It is found from the cross examination of the workman that he was given full opportunity. Workman had faced an earlier enquiry. The record of enquiry also supports the case of the employer. The evidence of the workman cannot be believed that enquiry officer had not given an opportunity to appoint a defence counsel. Mr. Kulkarni has not been examined. We do not know who is Mr. Kulkarni. The affidavit Mr. Ameta is based on record. He admits as much in the cross examination, that he was not present during the enquiry. It is wrong to suggest that order dated 5th June, 1989 passed by the Disciplinary Authority exonerated the workman of the charges framed in the enquiry for which he was punished. The direction given by the competent authority is in nature of administrative direction to watch in future the conduct of the workman after 5th June, 1989. The workman too is warned. However, this order does not condone any past misconduct which is independent of the incident on which the order dated 5th June, 1989 was passed and for which another enquiry was pending. The enquiries are administrative orders. The subsequent order in the second enquiry shall override whatever is said in the earlier order. There was not much to enquire in this enquiry. The assertion that workman was in any way duned to admit his absence belies the facts of case. It is a matter of record that the workman overstayed his leave without any attempt to obtain sanction from the appropriate authority. He could not do much except to ask for pardon which he did. It appears to this Tribunal it does not matter if the absence of the workman was

justified because he had produced the medical certificates during the course of enquiry. The charge was that his absence was without leave. He had done so previously also. Under these circumstances this Tribunal comes to the conclusion that the workman was given full opportunity to defend himself. His admission voluntary. The findings of facts are not perverse. Accordingly issue Nos. 1 and 2 are decided.

9. As to issue No. 3 it obvious that the appeal was barred by time and the workman was unable to explain the delay. The consequence was that the reference itself was very much delayed. It could be rejected on the ground of delay. This Tribunal has held against the workman on issue Nos. 1 and 2 and therefore this Tribunal would not reject this reference on the ground of delay.

10. The parties have given the consent that this Tribunal may pass an order under Section 11A in case the preliminary points are decided in favour of the employer. This course of action commends itself to this tribunal because it would not be necessary now too hear the parties again on the question of quantum of punishment. The matter regarding quantum of punishment is matter of discretion. It is not disputed that the competent disciplinary authority had power to dismiss the workman. It is argued that the discretion should have been exercised in favour of the workman looking to standard of education, social backwardness and the pecuniary circumstances of the workman. Firstly this Tribunal is of the view that the disciplinary authority has exercised the jurisdiction. It is undisputed that workman was not only warned but was punished after departmental enquiry. It does not matter that the result of enquiry for this incident come later. Even if he remained absent during the pendency of further enquiry, his misconduct is not mitigated. The workman showed utter disregard for the service norms earlier for which he was for warned. It is not an isolated case. It is a case which became a habit. Under these circumstances if the disciplinary authority dismissed a person, this Tribunal would not interfere under Section 11A of the Act. Moreover even if there be some extenuating circumstances, the workman has put there in jeopardy by tardy action on his part in filing the appeal and raising the industrial dispute "Delay defeats equity". This principle is fully applicable because this Tribunal finds that the petition of the employer must have changed during the period of delay. For all these reasons this Tribunal answers the question framed by the Central Government in this Reference as follows. The action of the management of the Mumbai Port Trust in dismissing Shri Ashok Salve from its services is fully justified. The workman is not entitled to any relief.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार जवाहर लाल नेहरू पोर्ट ट्रस्ट के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाई (संदर्भ संख्या 68/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2002 को प्राप्त हुआ था।

[सं. एल-31012/21/98-आई.आर. (विधि)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 19th July, 2002

S.O. 2641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 68/1999) of the Central Government Industrial Tribunal Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Lal Nehru Port Trust and their workman, which was received by the Central Government on 19-7-2002.

[No. L-31012/21/98-IR(M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

#### PRESENT :

S. N. Saundankar.—Presiding Officer.

Reference No. CGIT-2/68 of 1999.

Employers in relation to the Management of Jawaharlal Nehru Port Trust.

Jawaharlal Nehru Port Trust,  
The Chief Manager (Admn.) & Secretary,  
Admn. Building, Nhava-Seva,  
Navi Mumbai-400707.

#### AND

Their Workman.  
Nhava Seva Port & General Workers' Union  
The General Secretary,  
Port Trust Kamgar Sadan,  
Nawab Tank Road,  
Mazgaon, Mumbai-400 010.

#### APPEARANCES :

For the Employer.—Mr. L. L. D'Souza, Representative.

For the Workmen.—Mr. Jaiprakash Sawant, Representative.

Mumbai, dated 4th July, 2002.

#### AWARD

The Government of India, Ministry of Labour, by its Order No. L-31012/21/98-IR(M) dt. 15/17-3-99, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of JNPT in not regularising the employment of Mr. Balbir S. Dhakolia and Mr. Kalidas A. Gaikwad in JNPT is legal and justified? If not, to what relief the workmen concerned are entitled to?"

2. Nhava Seva Port & General Workers Union filed Statement of Claim (Exhibit-5) wherein averred that workers viz. Balbir S. Dhakolia and Kalidas A. Gaikwad were working in the Port Trust as cleaner/sweeper. It is contended that Dhakolia since 1990 and Gaikwad since 1993 perform permanent nature of work. However, the management did not give them status and privilege of permanent employee, therefore the union had raised dispute to that effect on 23-1-98 but in vain. The union therefore contended that since both the workers do permanent nature of work since long the management be directed to regularise their services as permanent workmen in the category of peon or hamaal from the date of their joining in service and to award consequential reliefs.

3. Management, JNPT opposed the claim of union by filing Written Statement (Exhibit-6), contending that Dhakolia and Gaikwad are not employees of the Trust and that contract for service between the aforesaid two workers and the JNPT has been extended and consequently reference becomes infructuous. It is contended that the reference is raised after about 8 years and therefore is stale and belated. It is contended by management that Dhakolia was engaged as a sweeper on part time basis, approximately two-three hours a day, for a period of six months w.e.f. 1-10-93 on a consolidated amount of Rs. 1,000 for sweeping and cleaning the Raheja Centre Office and that he was so engaged up to December, 1994 and that Gaikwad was similarly engaged as a sweeper at the residential flat at Mistry Court at the rate of Rs. 500 per month. It is contended thereafter the contract for sweeping of Mistry Court and Raheja Centre Office was awarded to contractor viz. Eknath Kadam for a period of one year and later on the request of Dhakolia the same was given to him for a period of one year from July, 1997 to 30th June, 1998 and that it was renewed further up to 30th June, 1999. It is contended since Dhakolia and Gaikwad are not the employees of Port Trust and the contract/employee question of their regularisation in the service of Port Trust does not arise. It is contended work of cleaning/sweeping considering the area was not full-time and regular, therefore making them permanent workers, is out of question. For all these reasons, management contended that the claim being devoid of substance, be dismissed in toto.

4. My Learned Predecessor framed issues (Exhibit-9) and in that reference the Vice President of the workers union. Mr. Jaiprakash Sawant filed affidavit in lieu of Examination-in-Chief (Exhibit-12) and that management filed affidavit of its Assistant Manager (Legal) Mr. Khunderao Dhone (Exhibit-14) and closed evidence vide purchase (Ex-15).

5. Union filed written submissions (Exhibit-16) and the management (Exhibit-17) with copies of rulings (Ex-18). On perusing the record as a whole, the written submissions and hearing the coun-

sels for both sides, I record my findings on the issues for the reasons mentioned below :—

Issues	Findings
1. Whether the concerned workmen are the employees of JNPT?	No.
2. Whether the reference suffers from laches?	No.
3. Whether the reference has become infructuous?	Does not survive.
4. Whether the action of the management of JNPT in not regularising the employment of the concerned workmen in JNPT is legal and justified?	Yes.
5. If not, to what relief the workmen concerned are entitled to?	As per order below.

### REASONS

6. At the threshold the Learned Representative for the management Shri L. L. D'Souza urged with force inviting attention of this Tribunal to the rulings filed with list (Exhibit-18) that the cause has been espoused after about 8 years and thereby the reference suffers from delay and laches. He submits that in catena of judgments, it is held that stale disputes are not to be entertained and therefore he submits the reference being stale is not tenable. The Learned Representative Mr. Sawant urged that no limitation is provided under the Industrial Disputes Act for raising a dispute. He argued that the object of the Act is to ensure social justice, to regulate the service conditions of the workers, therefore even if there is a delay does not come in the way of workman as a fight between the worker and the employer is odd as weak against strong. On going through the rulings it is clear that the object of the Act is to improve the service conditions of the Industrial labour so as to provide them the ordinary amenities of life and by the process to bring about industrial peace which would on its term accelerate productivity activity of the country resulting in its prosperity. Their Lordships of Supreme Court in *Ajaib Singh Vs. Sirhind Co-op. Marketing-cum-processing Service Society Ltd.* & Anr. JT 199 (3) SC 38 Observed :

"The Act was brought on the statute book with the object to ensure social justice to both the employers and employees and advance the progress of industry. It is a piece of legislation providing and regulating the service conditions of the workers."

In *Hindustan Antibiotics Ltd. Vs. The Workman* AIR 1967 SC 948 Their Lordships ruled :

"The Act is intended not only to make provision for investigation and settlement of industrial disputes but also to serve industrial peace so that it may result in more production and improve the national economy. The provisions of the Act have to be interpreted in a manner which advances object of the legislature contemplated in the statement of objects and reasons. While interpreting difference provisions of

the Act, attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that end. In dealing with industrial disputes, the courts have always emphasized the doctrine of social justice which is founded on basic ideal of socio-economic equality as enshrined in the Preamble of our constitution. While construing the provisions of the Act, the court have to give them a construction which should help in achieving the object of the Act."

In the recent Judgment Their Lordships of Apex Court held that point as regard delay is to be considered on the facts and circumstances of the particular case. On perusal of the documents filed with list (Exhibit-10) it is seen union had raised dispute with the Assistant Labour Commissioner (C) Mumbai in the year 1998. No doubt according to the union Dhakolia and Gaikwad were engaged by the Port Trust in the year 1990/1993 respectively. However, on going through the record as a whole, it is seen according to them still cause remains. Assuming delay if any occurred, for substantial justice it can be condoned considering the circumstances and the facts. Consequently the reference cannot said to be suffered from laches and consequently it is maintainable. Issue No. 2 is therefore answered accordingly.

7. According to the union, workmen Dhakolia and Gaikwad were engaged by the Port Trust for sweeping/cleaning their office at Raheja Centre and Mistry Court in the year 1990/1993 respectively and that the said work is of permanent nature and despite this, they were not regularised. Management denied that workers referred to above are still in their employment. It is pertinent to note that the relief sought is on regularisation of the service of the said workers in the Port Trust. According to management initially both workmen were engaged for the work of cleaning/sweeping on part-time basis approximately two-three hours a day. They worked accordingly, however, later on Dhakolia took contract of the same engaging Gaikwad and that since 1998 they are not the employees of the Port Trust, therefore question of their regularising in the employment does not arise. Vice President of the workers Union, Mr. Jai-prakash Sawant though deposed on the regularising the services of the workers mentioned above, however in cross-examination para 10 admits that Dhakolia in July, 1997 took contract of sweeping of Raheja Office and Mistry Court which is extended from time to time and it is in existence till today. This deposition (Exhibit-12) is dated 10-2-2000, that means, in the year 2000 the work of sweeping was done by the contractor further Mr. Sawant clearly admits that said Dhakolia has engaged Gaikwad for the work of cleaning as per the contract. That means, both Gaikwad and Dhakolia are no more employees of the Port Trust.

8. The Learned Representative Mr. D'Souza rightly questioned that when admittedly Dhakolia and Gaikwad work as contractors/contract labour how lie in their mouth to say that they are the employees of the Port Trust when admittedly the cleaning work of Raheja and Mistry Court is being done through contractor. It is not that contractor is doing work



of cleaning else where in Port Trust. They are doing the cleaning work in the places mentioned above where initially, Dhakolia and Gaikwad were engaged as sweepers on part time basis.

9. Their Lordships of Supreme Court in State of Uttar Pradesh and Anr. Vs. Audh Narain Singh 1964(9) FLR pg. 238 clearly defined Relationship of Master and Servant as under :—

“Whether in a given case the relationship of master and servant exists is a question of fact, which must be determined on a consideration of all material and relevant circumstances having a bearing on that question. In general selection by the employer, coupled with payment by him of remuneration or wages, the right to control the method of work, and a power to suspend or remove from employment are indicative of the relation of master and servant. But co-existence of all these indicia is not predicated in every case to make the relation one of master and servant. In special classes of employment, a contract of service may exist, even in the absence of one or more of these indicia. But ordinarily the right of an employer to control the method of doing the work, and the power of superintendence and control may be treated as strongly indicative of the relation of master and servant, for that relation imports the power not only to direct the doing of some work, but also the power to direct the manner in which the work is to be done. If the employer has the power, prima facie, the relation is that of master and servant.”

Nothing on record to show that the work of Dhakolia and Gaikwad is being supervised or controlled by the management nor anything to show that the contract is sham and camouflage. No doubt in view of the recent Judgment dated 30-8-2001 in Steel Authority of India Ltd. & Ors. Vs. National Water Front Workers and Ors. 2001 LLR 961 which point out that the Tribunal can go into the detail as to whether the contract is sham or camouflage since it is a social legislation and the fight between the employer and employee is odd as weak against strong. As stated above, since nothing of sort to show that the contract is camouflage and when according to Mr. Sawant, Dhakolia have taken the contract and engaged Gaikwad, hardly can be said that they are the employees of the Port Trust and when they are not the employees, question of regularising them in the employment of Port Trust, is out of question.

10. Assuming for a moment Dhakolia and Gaikwad are part-time sweepers of the Port Trust, it is in the evidence of Assistant Manager (Legal) Mr. Dhone, that Raheja Centre admeasures 3302 sq. ft at Nariman Point, Mumbai and Mistry Court a residential flat admeasures 1825 square feet which can be clearly said to be a part-time work and not a full-time work at all. The Learned Representative Mr. Sawant at this juncture submits that, both the workers had entered in the employment of Port Trust since

the year 1990/1993 though they are part time workers, the nature of work being permanent, is necessary to be regularised under the provisions of the labour legislation. At the same time, the Learned Representative Mr. D'Souza urged with force that part time workers do not seek relief of regular employment as even daily rated workers have no right to claim regular employment relying on the Judgment of Madras High Court in Rajapalayam Municipality Vs. Presiding Officer, Labour Court, Madurai 2001 II CLR 477. In Prakash Cotton Mills. Vs. Rashtriya Mazdoor Sangh 1987 I LLJ pg. 97 Their Lordships observed, casual employes have no right to get regular employment.

11. Therefore going through the evidence as a whole and the rulings, it is clear that Dhakolia and Gaikwad are not the employees of JNPT's since they are the contract/contract-labour question of their regularisation in the employment of JNPT does not arise. Assuming that they are the part-time workers do not get right of regular employment. Consequently the action of the management in not regularising them is legal and justified resultantly they are not entitled to any reliefs. Issues 1, 3 and 4 are therefore answered accordingly and hence the order :—

#### ORDER

The action of the management of JNPT in not regularising the employment of Mr. Balbir S. Dhakolia and Mr. Kalidas A. Gaikwad in JNPT is legal and justified, and consequently they are not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गार्डन रीच शिप बिल्डर्स एण्ड इंजीनियरिंग लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 42/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-32011/5/99-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 19th July. 2002

S.O. 2642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 42/99) of the Central Government Industrial Tribunal, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garden Reach Ship Builders and Engg. Ltd. and their workman, which was received by the Central Government on 19-7-2002.

[No. L-32011/5/99-IR(M)]

B. M. DAVID, Under Secy.



## ANNEXURE

नई दिल्ली, 19 जुलाई, 2002

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT KOLKATA

Reference No. 42 of 1999

## PARTIES :

Employers in relation to the management of  
Garden Reach Ship Builders and Engineers  
Ltd.

AND

Their Workmen.

## PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding  
Officer.

## APPEARANCES :

On behalf of Management : Mr. D. K. Ghosh,  
Advocate with Mr. R. De, Advocate.On behalf of Workmen : Mr. S. Mukherjee,  
Advocate.

STATE : West Bengal. INDUSTRY : Ship Building.

Dated : 18th June, 2002.

## AWARD

By Order No. L-32011/5/99/IR(M) dated 17th/  
19th November, 1999 the Central Government in exercise of its powers under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Garden Reach Ship Builders and Engineers Ltd. in dismissing S/Shri Nurul Amin, Ainul Haque, Bijayananda Roy, Basudev Mitra, Baijnath Singh, Banamali Adhikary and Santi Kumar Das from service w.e.f. 30-6-94 is legal and justified? If not, to what relief the workmen are entitled?"

2. When the case is called out today, none appears for either of the parties. It, however, appears from record that this Tribunal in its order dated 12-2-2002 observed that altogether 7 different enquiry reports have to be considered in this case and it will not be possible and proper to consider the enquiry reports together as that will create a lot of confusion and it will be very difficult to decide the matter properly. The matter was accordingly referred to the Central Government for deciding if seven different references should be made, so that the same are decided in proper manner and the Central Government vide seven different orders of even number dated 27-2-2002 referred matter to this Tribunal in respect of each of the concerned workmen involved in the present reference.

3. In the circumstance, it is clear that the present reference has become infructuous. Present reference is disposed of accordingly.

Dated, Kolkata,  
The 18th June, 2002.

B. P. SHARMA, Presiding Officer

का.आ. 2643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापट्टनम पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखापट्टनम के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-34011/9/2001-आई.आर.(एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O 2643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 19-7-2002.

[No. L-34011/9/2001-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, VISAKHAPATNAM

## PRESENT :

Sri K. Veerapu Naidu, B.Sc., B.L., Chairman and  
Presiding Officer.Dated, 24th day of June, 2002  
I.T.I.D. (C) No. 91/2001

## BETWEEN

S. Mahalaxmi,  
W/o. Late S. Apparao,  
C/o General Secretary,  
Janata Port and Dock Employees Union,  
D. No. 21-30-18, Punja Junction,  
Chengalaraopeta,  
Visakhapatnam (A.P.)-530001. . . . . Workman.

## AND

Visakhapatnam Port Trust,  
Rep. by its Chairman,  
Visakhapatnam-530035. . . . . Management.

This dispute coming on for final hearing before me in the presence of Sri A. Madhesudhan, advocate for workman and Sri B. S. S. N. Raju, advocate for management. Upon hearing the arguments of both sides and on perusing the entire material on record, the court passed the following :

# AWARD

(1) This is a reference made by the Government of India to adjudicate upon the following dispute :

“Whether the demand of Janata Port and Dock Employees Union, Visakhapatnam for regularisation of services of Smt. S. Mahalaxmi, Female Khalasi from the date of her casual employment with all service benefits legal and/or justified? If not, to what relief the union is entitled?”

(2) The claimant/workman (woman) is that she was appointed as Female Sweeper (Casual Labour Khalasi) on 9-12-1980 on compassionate grounds along with 36 other casual labourers and they were deputed to various departments in the Port Trust Organisation. She was deputed to serve in the Golden Jubilee Hospital, Visakhapatnam belonging to the Port. She completed her casual labour service for more than 240 days continuously as a post of female Sweeper. The management without considering her casual service regularised her services only after completion of 7 years w.e.f. 12-1-87. So the workman claims that the regularisation must be w.e.f. the date of completion of 240 days from the date of her initial appointment namely dated 12-1-1987 as casual labour retrospectively with all fringe benefits on such regularisation and the management to pay arrears. It is also her further case that the Hon'ble Supreme Court observed in its judgment that :

“The concerned Government to take appropriate action to regularise the services of all those workers who have been in continuous employment for more than 8 months.”

It is also further pleaded that the male Casual Labourers who are appointed subsequent to the post of C.L. Khalasi/workmen were regularised immediately and the petitioner was neglected. Thus, there is discrimination between male and female labourers. The management has got sufficient work to entrust in various concerned departments and they are also discharging the equal work on par with the non workers. The regularisation of appointment was given 7 years after 240 days the initial appointment is irregular and illegal. Further, the similarly placed workmen (casual labour Khalasis) filed I.T.I.D. No. 5/93 on the file of this Industrial Tribunal-cum-Labour Court, Visakhapatnam for the same relief and they were granted and an award was passed in their favour and it was implemented by the management. The workman approached the management by making written representations and a lawyer's notice dated 25-10-99 for which the management gave a reply dated 28-2-2000 stating that the petitioner is not a party along with the workmen, whose dispute was adjudicated upon in I.T.I.D. No. 5/93. So the workman approached Asstt. Labour Commissioner (Central), Visakhapatnam through Janata Port and Dock Employees Union who in turn submitted a failure report to the Secretary, Ministry of Labour, Government of India. Thus, the reference was made. Hence the petitioner's services must be regularised after 240 days of the date of her initial appointment and to pay all the fringe benefits on such regularisation.

(3) The claim of the workman is resisted by the management and pleaded that the petitioner was appointed as casual labour on 9-12-1980 as per the management's letter No. B/Med/Creation/85, dated 12-4-85 as Sweeper and she was regularised w.e.f. 12-1-1987 as Sweeper and put on monthly scale of pay of mitigate hardship. It is false to allege that there is discrimination between the male casual labourers and female casual labourers and that the petitioner was also allotted equal works and equal man-hours along with men workers (casual khalasi) to the female sweepers. The observations made by the Supreme Court do not pertain to medical department. The management implemented the award passed in I.T.I.D. No. 5/93 on the file of the Industrial Tribunal-cum-Labour Court, Visakhapatnam and the petitioner is not a party to that award, the services of 12 casual labourers who were allotted to the medical department were regularised as per the proceedings dated 12-4-85 and a reply was given to the lawyer's notice. Hence the petition is liable to be dismissed.

(4) On behalf of the claimant, the claimant is examined as WW1 and got marked Exs. W1 to W5. On behalf of the management, the senior assistant of the respondent organisation is examined and no documents are marked.

(5) Heard both sides.

(6) The points that arise for consideration are :

(1) Whether the claimant is entitled for the regularisation with effect from the date of her initial appointment on 9-2-80 and;

(2) To what relief the claimant is entitled?

(7) Points 1 and 2 : The case of the petitioner is that she was appointed as casual labour on compassionate grounds on 9-12-80 on the death of her husband who is an employee in the respondent organisation and her appointment order Ex. W1 dated 1-9-81 for continuation of her service for further period of 3 months. She was serving continuously, she completed 240 days and her services were regularised after completion of 7 years services w.e.f. 12-1-87 but some of the casual workers who are appointed along with her were regularised after 240 days from the date of their initial appointment. The claimant made a representation after 26-2-99 to regularise her services after 240 days of her initial appointment and Ex. W2 dated 25-2-99 is the representation copy and she got issued a lawyer's notice dated 25-10-99 and an office copy is marked Exs. W4 and W5 is the reply given by the management. It is also her further case that some of the casual employees who are appointed along with her were filed I.T.I.D. 5/93 for regularisation of their services after 240 days of their date of initial appointment on the file of this Tribunal-cum-Labour Court and obtained a favourable award and the management implemented the award and regularised their services after 240 days from the date of their initial appointment. The management implemented the said award. It is also her further case that there is a discrimination between the male casual labour and female casual labour and to regularise their services. On the other hand, the management denied all these allegations and their case is that the petitioner is not a party to the Award passed in I.T.I.D. 6/93 and that there was no

discrimination between the female casual labour and male casual labour in their department and her services were regularised because she was appointed on temporary basis as casual labour.

(8) The learned counsel appearing for the workman contends that the regularisation of the services of the petitioner must be after 240 days from the date of her initial appointment but not 7 years after her appointment and that the management also implemented the Award passed in I.T.L.D. 5/93. Even MW1 also in a way admitted the case of claimant. He stated in the chief examination that the petitioner was appointed as casual labour and not regularised because she was appointed on temporary basis and the petitioner is not a party in I.T.L.D. 5/93. In the cross-examination he stated that he knows the orders passed by the Hon'ble Labour Court, Visakhapatnam vide in I.T.L.D. 5/93 and accordingly, the arrears and payments were made through their department as per the Award. He also further submitted that all the above 6 candidates (including this workman) have completed more than 10 years as casual labour service as per I.T.L.D. 5/93, the management has paid regularised scales of 36 members of casual labour and accordingly, those 6 candidates of female khalasis are to be regularised but the management have not effected the same. The petitioner was in continuous service and there was no break of service. Thus, the evidence of this MW1 goes to show that the similarly placed employees who approached this court in I.T.L.D. 5/93 were given the benefits of regularisation with effect from their initial appointment. It is also admitted by this MW1 that these 6 candidates (including the claimant) of female khalasis are to be regularised.

(9) Therefore, from the evidence of this witness, the management virtually has no contest against the claim made by the workman. Whatever it may be the management is not opposing for the regularisation of the petitioner. In fact, the workman was already regularised w.e.f. 7 years after he joined in service. Her claim is that her regularisation must be after 240 days from the date of her initial appointment. When the management regularised the services of the workman after 7 years of her joining into service, the management cannot now say that the workman is not entitled to regularise her services after 240 days from the date of her joining unless she was otherwise found to be ineligible for regularisation. The management did not place any such material that her services could not be regularised till after 7 years of the joining in service. Therefore, under the circumstances, the claim of the workman that her services are to be regularised after 240 days of the date of her initial appointment. The date of her initial appointment is not in dispute. Her initial date of appointment is 9-12-80. The management under the circumstances, has to regularise the services of the petitioner after 240 days from the date of her initial appointment i.e. 9-12-80 as casual labour Female Sweeper retrospectively with all the fringe benefits and to pay the arrears and to treat her service from the date of initial appointment. Therefore, I answer both the points in favour of the petitioner and against the management. Accordingly, I answer the reference.

(10) In the result, an award is passed directing the management to regularise the services of the claimant

Smt. S. Mahalakshmi after 240 days from her initial date of appointment i.e. from 9-12-80 and to pay all the fringe benefits on such regularisation and to treat her service from 9-12-80 for all the service benefits. However, under the circumstances, each party is directed to bear its own costs.

Dictated to steno transcribed by her given under my hand and seal of the court this the 24th day of June, 2002.

SRI K. VEERAPU NAIDU, Presiding Officer

#### APPENDIX OF EVIDENCE

Witnesses Examined :

For Workman :

WW1 : S. Mahalakshmi.

For Management :

MW1 : D. T. Naik

Documents Marked :

For Workman :

Ex. W1/1-9-81: Appointment Order of the workman.

Ex. W2/25-2-99: Representation to the Chief Medical Officer, Visakhapatnam Port Trust, Visakhapatnam by the workman.

Ex. W3/3-10-2000: Representation to the Asstt. Labour Commissioner (Central), Visakhapatnam by the Working President of Janata Port and Dock Employees Union, Visakhapatnam.

Ex. W4/25-10-99: Registered lawyer's notice to management by the workman's advocate.

Ex. W5/28-2-2000: Reply to Register Lawyer's notice dated 25-10-99.

For Management : Nil.

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापट्टनम पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, विशाखापट्टनम पोर्ट ट्रस्ट के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-34011/10/2001-आई.आर. (एम)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 19th July, 2002

S.O. 2644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 19-7-2002.

[No. L-34011/10/2001-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, VISAKHAPATNAM

PRESENT :

Sri K. Veerapu Naidu, B.Sc., B.L., Chairman &  
Presiding Officer.

Dated : 24th day of June, 2002

I.T.I.D. (C) No. 87/2001

## BETWEEN

Smt. E. Lakshmi Kantham,  
W/o Late Sanjeeva Rao,  
C/o. The General Secretary,  
Janata Port & Dock Employees Union,  
21-30-1C, Punja Junction,  
Chengalraopeta, Visakhapatnam-530 001.

Andhra Pradesh.

...WORKMAN.

## AND

Visakhapatnam Port Trust,  
Rep. by its Chairman,  
Visakhapatnam-530 035.

...MANAGEMENT.

This dispute coming on for final hearing before me in the presence of Sri A. Madhusudhan, advocate for workman and Sri B. S. S. N. Raju, advocate for management. Upon hearing the arguments of both sides and on perusing the entire material on record, the court passed the following :

## AWARD

(1) This is a reference made by the Government of India to adjudicate upon the following dispute :—

"Whether the demand of Janata Port of Dock Employees Union, Visakhapatnam for regularisation of service of Smt. E. Lakshmi Kantham, female Khalasi from the date of her casual employment with all service benefits legal and/or justified? If not, to what relief the union is entitled?"

(2) The claimant/workman (woman) is that she was appointed as female Sweeper/casual labour Khalasi on 21-5-81 on compassionate grounds along with 36 other casual labourers and they were deputed to various departments in the Port Trust Organisation. She was deputed to serve in the Golden Jubilee Hospital, Visakhapatnam belonging to the Port. She completed her casual labour service for more than 240 days continuously as a post of female Sweeper (Khalasi). The management without considering her casual service, regularised her services only after completion of 10 yrs. w.e.f. 22-5-91. So the workman claims that the regularisation must be w.e.f. the date of completion of 240 days from the date of her initial appointment namely dated 21-5-2001 as casual labour retrospectively with all fringe benefits on such regularisation and the management to pay arrears. It is also her further case that the Hon'ble Supreme Court observed in its judgement that :

"The concerned Government to take appropriate action to regularise the services of all

those workers who have been in continuous employment for more than 8 months."

It is also further pleaded that the male casual labourers who are appointed subsequent to the post of C. L. Khalasi/workmen were regularised immediately and the petitioner was neglected. Thus, there is discrimination between male and female labourers. The management has got sufficient work to entrust in various concerned department and they are also discharging the equal work on par with the men workers. The regularisation of appointment was given 10 years after 240 days the initial appointment is irregular and illegal. Further, the similarly placed workmen (casual labour Khalasi) filed I.T.I.D. No. 5/93 on the file of this Industrial Tribunal-cum-Labour Court, Visakhapatnam for the same relief and they were granted an award was passed in their favour and it was implemented by the management. The workman approached the management by making written representations and a lawyer's notice dated 25-10-99 for which the management gave a reply dated 28-2-2000 stating that the petitioner is not a party along with the workmen, whose dispute was adjudicated upon in I.T.I.D. 5/93. So the workman approached Asstt. Labour Commissioner, (Central), Visakhapatnam through Janatha Port & Dock Employees Union who in turn submitted a failure report to the Secretary, Ministry of Labour, Government of India. Thus, the reference was made. Hence the petitioner's service must be regularised after 240 days of the date of her initial appointment and to pay all the fringe benefits on such regularisation.

(3) The claim of the workman is resisted by the management and pleaded that the petitioner was appointed as casual labour on 21-5-81 as per the management's letter No. F2/312/83(55), dated 25-1-1990 as Sweeper and she was regularised w.e.f. 22-5-1991 as Sweeper and put on monthly scale of pay of mitigate hardship. It is false to allege that there is discrimination between the male Casual labourers and female casual labourers and that the petitioner was also allotted equal works and equal man-hours along with men workers (casual khalasi) to the female sweepers. The observations made by the Supreme Court do not pertain to medical department. The management implemented the award passed in I.T.I.D. No. 5/93 on the file of the Industrial Tribunal-cum-Labour Court, Visakhapatnam and the petitioner is not a party to that award, the services of 12 casual labourers who were allotted to the medical department were regularised as per the proceedings dated 2-4-97 and a reply was given to the lawyer's notice. Hence the petition is liable to be dismissed.

(4) On behalf of the claimant, the claimant is examined as WW1 and got marked Exs. W1 to W5. On behalf of the management, the senior assistant of the respondent organisation is examined and no documents are marked.

(5) Heard both sides.

(6) The points that arise for consideration are:

(1) Whether the claimant is entitled for the regularisation with effect from the date of her initial appointment on 21-5-81 and;

(2) To what relief the claimant is entitled ?

(7) Points 1 and 2 : The case of the petitioner is that she was appointed as casual labour on compassionate grounds on 21-5-81 on the death of her husband who is an employee in the respondent organisation and her appointment order Ex. W1 dated 1-9-81 for continuation of her service for further period of 3 months. She was serving continuously, she completed 240 days and her services were regularised after completion of 10 years services w.e.f. 22-5-91 but some of the casual workers who are appointed along with her were regularised after 240 days from the date of their initial appointment. The claimant made a representation after 26-2-99 to regularise her services after 240 days of her initial appointment and Ex. W2 dt. 25-2-99 is the representation copy and she got issued a lawyer's notice dated 25-10-99 and an office copy is marked Ex. W4 and Ex. W5 is the reply given by the management. It is also her further case that some of the casual employees who are appointed along with her were filed I.T.I.D. 5/93 for regularisation of services after 240 days of their date of initial appointment on the file of this Tribunal-cum-Labour Court and obtained a favourable award and the management implemented the award and regularised their services after 240 days from the date of their initial appointment. The management implemented the said award. It is also her further case that there is a discrimination between the male casual labour and female casual labour and to regularise their services. On the other hand, the management denied all these allegations and their case is that the petitioner is not a party to the Award passed in I.T.I.D. 5/93 and that there was no discrimination between the female casual labour and male casual labour in their department and her services were regularised because she was appointed on temporary basis as casual labour.

(8) The learned counsel appearing for the workman contends that the regularisation of the services of the petitioner must be after 240 days from the date of her initial appointment but not 10 years after her appointment and that the management also implemented the award passed in I.T.I.D. 5/93. Even MW1 also in a way admitted the case of claimant. He stated in the chief examination that the petitioner was appointed as casual labour and not regularised because she was appointed on temporary basis and the petitioner is not a party in I.T.I.D. 5/93. In the cross-examination he stated that he knows the orders passed by the Hon'ble Labour Court, Visakhapatnam vide I.T.I.D. 5/93 and accordingly, the arrears and payments were made through their department as per the Award. He also further admitted that all the above 6 candidates (including this workman) have completed more than 10 years as casual labour service as per I.T.I.D. 5/93, the management has paid regularised scales of 26 members of casual labour and accordingly, these 6 candidates of female khalasis are to be regularised but the management have not effected the same. The petitioner was in continuous service and there was no break of service. Thus, the evidence of this MW1 goes to show that the similarly placed employees who approached this Court in I.T.I.D. 5/93 given the benefit of regularisation with effect from their initial appointments. It is also admitted by this MW1 that these 6 candidates (including the claimant) of female khalasis are to be regularised.

(9) Therefore, from the evidence of this witness, the virtually has no contest against claim made by the workman. Whatever it may be, the management is not opposing for the regularisation of the petitioner. In fact, the workman was already regularised w.e.f. 10 years after she joined in service. Her claim is that her regularisation must be after 240 days from the date of her initial appointment. When the management regularised the services of the workman after 10 years of her joining into service, the management cannot now say that the workman is not entitled to regularise her services after 240 days, from the date of her joining unless she was otherwise found to be ineligible for regularisation. The management did not place any such material that her services could not be regularised till after 10 years of the joining in service. Therefore, under the circumstances, the claim of the workman that her services are to be regularised after 240 days of the date of her initial appointment. The date of her initial appointment is not in dispute. Her initial date of appointment is 21-5-81. The management under the circumstances, has to regularise the services of the petitioner after 240 days from the date of her initial appointment i.e. 21-5-81 as casual labour Female Sweeper retrospectively with all the fringe benefits and to pay the arrears and to treat her service from the date of initial appointment. Therefore, I answer both the points in favour of the petitioner and against the management. Accordingly, I answer the reference.

(10) In the result, an award is passed directing the management to regularise the services of the claimant Smt. E. Lakshmi Kantham after 240 days from her initial date of appointment i.e. from 21-5-81 and to pay all the fringe benefits on such regularisation and to treat her service from 21-5-1981 for all the service benefits. However, under the circumstances, each party is directed to bear its own costs.

Dictated, to stenographer, transcribed by her, given under my hand and seal of the court this the 24th day of June, 2002.

SRI K. VEERAPU NAIDU, Presiding Officer

#### APPENDIX OF EVIDENCE:

I.T.I.D. (C) 87/2001

Witnesses Examined : For Workman :

WW1 :—E. Lakshmi Kantham.

For Management : MW 1 :—D. T. Naik.

Documents Marked for Workman :

Ex. W1 : 1-9-81:—Appointment order of the workman.

Ex. W2 : 25-2-99:—Representation to The Chief Medical Officer, Visakhapatnam Port Trust, Visakhapatnam by the workman.

Ex. W3 : 3-10-2000:—Representation to the Asst. Labour Commissioner (Central), Visakhapatnam by the working President of Janata Port and Dock Employees' Union, Visakhapatnam.

Ex. W4 : 25-10-99:—Registered Lawyer's notice to management by the workman advocate.

Ex. W5 : 28-2-2000:—Reply to register Lawyer's notice dated 25-10-99.

For Management : Nil.

नई दिल्ली, 19 जुलाई, 2002

का.आ. 2645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापट्टनम पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, विशाखापट्टनम पोर्ट ट्रस्ट के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं.एल-34011/11/2001-आई.आर. (एम)]  
बी.एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 19-7-2002.

[No. L-34011/11/2001-IR(M)]  
B. M. DAVID, Under Secy.

## ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, VISAKHAPATNAM

## PRESENT :

Sri K. Veerapu Naidu, B.Sc., B.L., Chairman  
and Presiding Officer.

Dated : 24th day of June, 2002.

I.T.I.D. (C) No. 93/2001

## BETWEEN :

Smt. Ch. Lalitha Kumari,  
W/o. Late Ch. Tata Rao,  
C/o. The General Secretary,  
Janata Port & Dock Employees Union,  
21-30-1C, Punja Junction,  
Chennai-600035,  
Visakhapatnam-530 001. . . Workman.

## AND

Visakhapatnam Port Trust,  
Rep. by its Chairman,  
Visakhapatnam-530 035. . . Management.

This dispute coming on for final hearing before me in the presence of Sri A. Madhusudhan, advocate for workman and Sri B. S. N. Raju, advocate for management. Upon hearing the arguments of both sides and on perusing the entire material on record, the court passed the following :

## AWARD

(1) This is a reference made by the Government of India to adjudicate upon the following dispute.

"Whether the demand of Janata Port and Dock Employees Union, Visakhapatnam for regularisation of services of Smt. Ch. Lalitha Kumari, Female Khalasi from the date of her casual employment with all service benefits legal and/or justified? If not, to what relief the union is entitled?"

(2) The claimant/workman (woman) is that she was appointed as female Sweeper (Casual Labour Khalasi) on 5-9-1980 on compassionate grounds along with 36 other casual labourers and they were deputed to various departments in the Port Trust Organisation. She was deputed to serve in the Golden Jubilee Hospital, Visakhapatnam belonging to the Port. She completed her casual labour service for more than 240 days continuously as a post of female Sweeper. The management without considering her casual service, regularised her services only after completion of 4 years w.e.f. 13-1-1984. So the workman claims that the regularisation must be w.e.f. the date of completion of 240 days from the date of her initial appointment namely dated 5-9-1980 as casual labour retrospectively with all fringe benefits on such regularisation and the management to pay arrears. It is also her further case that the Hon'ble Supreme Court observed in its judgement that :

"The concerned Government to take appropriate action to regularise the services of all those workers who have been in continuous employment for more than 8 months."

It is also further pleaded that the main casual labourers who are appointed subsequent to the post of C. L. Khalasi/workman were regularised immediately and the petitioner was neglected. Thus, there is discrimination between male and female labourers. The management has got sufficient work to entrust in various concerned departments and they are also discharging the equal work on par with the men workers. The regularisation of appointment was given 4 years after 240 days the initial appointment is irregular and illegal. Further, the similarly placed workmen (casual labour Khalasis) filed I.T.I.D. No. 5/93 on the file of this Industrial Tribunal-cum-Labour Court, Visakhapatnam for the same relief and they were granted and an award was passed in their favour and it was implemented by the management. The workman approached the management by making written representations and a lawyer's notice dated 25-10-1999 for which the management gave a reply dated 28-2-2000 stating that the petitioner is not a party along with the workmen, whose dispute was adjudicated upon is I.T.I.D. 5/93. So the workman approached Asst. Labour Commissioner (Central), Visakhapatnam through Janata Port and Dock Employees Union who in turn submitted a failure report to the Secretary, Ministry of Labour, Government of India. Thus, the reference was made. Hence, the petitioner's services must be regularised after 240 days of the date of her initial appointment and to pay all the fringe benefits on such regularisation.

3. The claim of the workman is resisted by the management and pleaded that the petitioner was appointed as casual labour (Khalasi Casual Female Sweeper) on 5-9-1980 and she has been appointed as

Ayah (as approved candidate) w.e.f. 13-1-1984 and put on monthly scale of pay of mitigate hardship. It is false to allege that there is discrimination between the male casual labourers and female casual labourers and that the petitioner was also allotted equal works and equal man-hours along with men workers (casual Khalasis) to the female sweepers. The observations made by the Supreme Court do not pertain to medical department. The management implemented the award passed in I.T.I.D. No. 5/93 on the file of the Industrial Tribunal-cum-Labour Court, Visakhapatnam and the petitioner is not a party to that award, the services of 12 casual labourers who were allotted to the medical department were regularised as per the proceedings dated 2-4-97 and a reply was given to the lawyers notice. Hence the petition is liable to be dismissed.

4. On behalf of the claimant, the claimant is examined as WW1 and got marked Exs. W1 to W5. On behalf of the management, the senior assistant of the respondent organisation is examined and no documents are marked.

5. Heard both sides.

6. The points that arise for consideration are :

(1) Whether the claimant is entitled for the regularisation with effect from the date of her initial appointment, on 5-9-1980, and

(2) To what relief the claimant is entitled?

7. Points 1 and 2.—The case of the petitioner is that she was appointed as casual labour on compassionate grounds on 5-9-80 on the death of her husband who is an employee in the respondent organisation and her appointment order Ex. W1 dated 1-9-81 for continuation of her service for further period of 3 months. She was serving continuously, she completed 240 days and her services were regularised after completion of 4 years service w.e.f. 13-1-84 but some of the casual workers who are appointed along with her were regularised after 240 days from the date of their initial appointment. The claimant made a representation after 28-2-99 to regularise her services after 240 days of her initial appointment and Ex. W2 dated 25-2-99 is the representation copy and she got issued a lawyer's notice dt. 25-10-99 and an office copy is marked Ex. W4 and Ex. W5 is the reply given by the management. It is also her further case that some of the casual employees who are appointed along with her were filed I.T.I.D. 5/93 for regularisation of their services after 240 days of their date of initial appointment on the file of this Tribunal-cum-Labour Court and obtained a favourable award and the management implemented the award and regularised their services after 240 days from the date of their initial appointment. The management implemented the said award. It is also her further case that there is a discrimination between the male casual labour and female casual labour and to regularise their services. On the other hand, the management denied all these allegations and their case is that the petitioner is not a party to the Award passed in I.T.I.D. 5/93 and that there was no discrimination between the female casual labour and male casual labour in their department

and her services were regularised because she was appointed on temporary basis as casual labour.

8. The learned counsel appearing for the workman contends that the regularisation of the services of the petitioner must be after 240 days from the date of her initial appointment but not 4 years after her appointment and that the management also implemented the Award passed in I.T.I.D. 5/93. Even MW1 also in a way admitted the case of claimant. He stated in the chief examination that the petitioner was appointed as casual labour and not regularised because she was appointed on temporary basis and the petitioner is not a party in I.T.I.D. 5/93, in the cross-examination he stated that he knows the orders passed by the Hon'ble Labour Court, Visakhapatnam vide in I.T.I.D. 5/93 and accordingly, the arrears and payments were made through their department as per the Award. He also further admitted that all the above 6 candidates (including this workman) have completed more than 10 years as casual labour service as per I.T.I.D. 5/93, the management has paid regularised scales of 36 members of casual labour and accordingly, these 6 candidates of female Khalasis are to be regularised but the management have not effected the same. The petitioner was in continuous service and there was no break of service. Thus the evidence of this MW-1 goes to show that the similarly placed employees who approached this Court in I.T.I.D. 5/93 were given the benefit of regularisation with effect from their initial appointment. It is also admitted by this MW1 that these 6 candidates (including the claimant) of female Khalasis are to be regularised.

9. Therefore, from the evidence of the witness, the management virtually has no contest against the claim made by the workman. Whatever it may be the management is not opposing for the regularisation of the petitioner. In fact, the workman was already regularised w.e.f. 4 years after she joined in service. Her claim is that her regularisation must be after 240 days from the date of her initial appointment. When the management regularised the services of the workman after 4 years of her joining into service, the management cannot now say that the workman is not entitled to regularise her services after 240 days, from the date of her joining unless she was otherwise found to be ineligible for regularisation. The management did not place any such material that her services could not be regularised till after 4 years of the joining in service. Therefore, under the circumstances, the claim of the that her services are to be regularised after 240 days of the date of her initial appointment. The date of her initial appointment is not in dispute. Her initial date of appointment is dated 5-9-1980. The management under the circumstances, has to regularise the services of the petitioner after 240 days from the date of her initial appointment i.e. 5-9-1980 as casual labour Female Sweeper retrospectively with all the fringe benefits and to pay the arrears and to treat her services from the date of initial appointment. Therefore, I answer both the points in favour of the petitioner and against the management. Accordingly, I answer the reference.

10. In the result, the award is passed directing the management to regularise the services of the claimant Smt. Ch. Lalitha Kumari after 240 days

from her initial date of appointment i.e. from 5-9-1980 and to pay all the fringe benefits on such regularisation and to treat her service from 5-9-1980 for all the services benefits. However, under the circumstances, each party is directed to bear its own costs.

Dictated to steno transcribed by her given under my hand and seal of the court this the 24th day of June, 2002.

[Sd.]—

SHRI K. VEERAPU NAIDU, Presiding Officer.

Appendix of Evidence :

Witnesses Examined :

For Workman :

WW1—Ch. Lalitha Kumari.

For Management :

MW1—D. T. Naik.

Documents marked :

For Workman :

Ex. W1 : 1-9-1981 : Appointment Order of the workman.

Ex. W2 : 25-2-99 : Representation to the Chief Medical Officer, Visakhapatnam Port Trust, Visakhapatnam by workman.

Ex. W3 : 3-10-2000 : Representation to the Asst. Labour Commissioner, (Central), Visakhapatnam by the working president of Janata Port and Dock Employees' Union, Visakhapatnam.

Ex. W4 : 25-10-99 : Registered Lawyer's notice to management by the workman's advocate.

Ex. W5 : 28-2-2000 : Reply to Register Layer's notice dated 25-10-99.

For Management : Nil.

नई दिल्ली, 19 जुलाई, 2002

का. आ. 2646—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार विशाखापट्टनम पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय अधिकरण/अथवा न्यायालय विशाखापट्टनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-02 को प्राप्त हुआ था।

[सं. एल 34011/13/2001-आईआर (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Visakhapatnam Port Trust and their workman, which was received by the Central Government on 19-7-2002.

[No L-34011/13/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT: VISAKHAPATNAM

PRESENT :

Sri K. Veerapu Naidu, B.Sc., B.L.,  
Chairman & Presiding Officer.

Dated : 24th day of June, 2002

I.T.I.D. (C) 92/2001

BETWEEN :

Smt. S. Radha Bai W/o Late S. Sanyasi Rao,  
C/o Janata Port & Dock Employees Union,  
D. No. 21-30-18, Punja Junction,

Chengal Rao Peta, Visakhapatnam (A.P.) 530 001.  
.. Workman.

AND

Visakhapatnam Port Trust.  
Rep. by its Chairman,

Visakhapatnam-530 035 .. Management.

This dispute coming on for final hearing before me in the presence of Sri A. Madhusudhan, Advocate for workman and of Sri B.S.S.N. Raju, Advocate for management. Upon hearing the arguments of both sides and on perusing the entire material on record, the court passed the following :

AWARD

(1) This is a reference made by the Government of India to adjudication upon the following dispute.

"Whether the demand of Janata Port of Dock Employees Union, Visakhapatnam for regularisation of services of Smt. Radha Bai, Female Khalasi from the date of her casual employment with all service benefits legal and/or justified ?

If not, to what relief the union is entitled ?"

(2) The claimant/workman (woman) is that she was appointed as female Sweeper, (Casual Labour Khalasi) on 5-12-1980 on compassionate grounds along with 36 other casual labourers and they were deputed to various departments in the Port Trust Organisation. She was deputed to serve in the Golden Jubilee Hospital, Visakhapatnam belonging to



the Port. She completed her casual labour service for more than 240 days continuously as a post of female Sweeper (Khalasi). The management without considering her casual service, regularised her services only after completion of 7 years w.e.f. 12-1-1987. So the workman claims that the regularisation must be with effect from the date of completion of 240 days from the date of her initial appointment namely dated 5-12-1980 as casual labour retrospectively with all fringe benefits on such regularisation and the management to pay arrears. It is also her further case that the Hon'ble Supreme Court observed in its judgment that:

"The concerned Government to take appropriate action to regularise the services of all those workers who have been in continuous employment for more than 8 months."

It is also further pleaded that the male casual labourers who are appointed subsequent to the post of C.L. Khalasi/workmen were regularised immediately and the petitioner was neglected. Thus, there is discrimination between male and female labourers. The management has got sufficient work to entrust in various concerned departments and they are also discharging the equal work on par with the man workers. The regularisation of appointment was given 7 years after 240 days the initial appointment is irregular and illegal. Further, the similarly placed workmen (casual labour Khalasis) filed I.T. I.D. No. 5/93 on the file of this Industrial Tribunal-cum-Labour Court, Visakhapatnam for the same relief and they were granted and an award was passed in their favour and it was implemented by the management. The workman approached the management by making written representations and a lawyer's notice dated 25-10-99 for which the management gave a reply dated 28-2-2000 stating that the petitioner is not a party along with the workmen, whose dispute was adjudicated upon in I.T.I.D. 5/93. So the workman approached Asstt. Labour Commissioner (Central), Visakhapatnam through Janatha Port & Dock Employees Union who in turn submitted a failure report to the Secretary, Ministry of Labour, Government of India. Thus, the reference was made. Hence the petitioner's services must be regularised after 240 days of the date of her initial appointment and to pay all the fringe benefits on such regularisation.

(3) The claim of the workman is resisted by the management and pleaded that the petitioner was appointed as casual labour on 5-12-1980 as per the management's letter No. B/Med/Creation/85, dated 12-4-85 as Sweeper and she was regularised w.e.f. 12-1-87 as sweeper and put on monthly scale of pay to mitigate hardship. It is false to allege that there is discrimination between the male casual labourers and female casual labourers and that the petitioner was also allotted equal works and equal manhours along with male workers (casual khalasi) to the female sweepers. The observations made by the Supreme Court do not pertain to medical department. The management implemented the award passed in I.T.I.D. 5/93 on the file of the Industrial Tribunal-cum-Labour Court, Visakhapatnam and the petitioner is not a party to that award, the services of 12 casual labourers who were allotted to

the medical department were regularised as per the proceedings dated 12-4-85 and a reply was given to the lawyer's notice. Hence the petition is liable to be dismissed.

(4) On behalf of the claimant, the claimant is examined as WW1 and got marked Exs. W1 to W5. On behalf of the management the senior assistant of the respondent organisation is examined and no documents are marked.

(5) Heard both sides.

(6) The points that arise for consideration are :

(1) Whether the claimant is entitled for the regularisation with effect from the date of her initial appointment on 5-12-80; and

(2) To what relief the claimant is entitled?

(7) Points 1 and 2.—The case of the petitioner is that she was appointed as casual labourer on compassionate grounds on 5-12-1980 on the death of her husband who is an employee in the respondent organisation and her appointment order Ex. W1 dated 1-9-81 for continuation of her service for further period of 3 months. She was serving continuously, she completed 240 days and her services were regularised after completion of 7 years service w.e.f. 12-1-87 but some of the casual workers who are appointed along with her were regularised after 240 days from the date of their initial appointment. The claimant made a representation after 26-2-99 to regularise her services after 240 days of her initial appointment and Ex. W2 25-2-99 is the representation copy and she got issued a lawyer's notice dated 25-10-99 and an office copy is marked, Ex. W4 and Ex. W5 is the reply given by the management. It is also her further case that some of the casual employees, who are appointed along with her were filed I.T.I.D. 5/93 for regularisation of their services after 240 days of their date of initial appointment on the file of this Tribunal-cum-Labour Court and obtained a favourable award and the management implemented the award and regularised their services after 240 days from the date of their initial appointment. The management implemented the said award. It is also her further case that there is a discrimination between the male casual labour and female casual labour and to regularise their services. On the other hand, the management denied all those allegations and their case is that the petitioner is not a party to the Award passed in I.T.I.D. 5/93 and that there was no discrimination between the female casual labour and male casual labour in their department and her services were regularised because she was appointed on temporary basis as casual labour.

(8) The learned counsel appearing for the workman contends that the regularisation of the services of the petitioner must be after 240 days from the date of her initial appointment but not 7 years after her appointment and that the management also implemented the Award passed in I.T.I.D. 5/93. Even MW1 also in a way admitted the case of claimant. He stated in the chief examination that the petitioner was appointed as casual labour and not regularised because she was appointed on temporary basis and the petitioner is not a party in

I.T.I.D. 5/93. In the Cross-Examination he stated that he knows the orders passed by the Hon'ble Labour Court, Visakhapatnam vide in I.T.I.D. 5/93 and accordingly, the arrears and payments were made through their department as per the Award. He also further admitted that all the above 6 candidates (including this workman) have completed more than 10 years as casual labour service as per I.T.I.D. 5/93, the management has paid regularised scales of 36 members of casual labour and accordingly, these 6 candidates of female khalasis are to be regularised but the management have not effected the same. The petitioner was in continuous service and there was no break of service. Thus, the evidence of this MW1 goes to show that the similarly placed employees who approached this court in ITID 5/93 were given the benefit of regularisation with effect from their initial appointments. It is also admitted by this MW1 that these 6 candidates (including the claimant) of female khalasis are to be regularised.

(9) Therefore, from the evidence of this witness, the management virtually has no contest against the claim made by the workman. Whatever it may be the management is not opposing for the regularisation of the petitioner. In fact, the workman was already regularised w.e.f. 7 years after she joined in service. Her claim is that her regularisation must be after 240 days from the date of her initial appointment. When the management regularised the services of the workman after 7 years of her joining into service, the management cannot now say that the workman is not entitled to regularise her services after 240 days, from the date of her joining unless she was otherwise found to be ineligible for regularisation. The management did not place and such material that her services could not be regularised till after 7 years of the joining in service. Therefore, under the circumstances, the claim of the workman that her services are to be regularised after 240 days of the date of her initial appointment. The date of her initial appointment is not in dispute. Her initial date of appointment is 5-12-80. The management under the circumstances, has to regularise the services of the petitioner after 240 days from the date of her initial appointment i.e., 5-12-80 as casual labour female sweeper retrospectively with all the fringe benefits and to pay the arrears and to treat her service from the date of initial appointment. Therefore, I answer the date of initial appointment. Therefore, I answer the management. Accordingly, I answer the reference.

(10) In the result, an award is passed directing the management to regularise the services of the claimant Smt. S. Radha Bai after 240 days from her initial date of appointment i.e., from 5-12-80 and to pay all the fringe benefits on such regularisation and to treat her service from 5-12-80 for all the service benefits. However, under the circumstances, each party is directed to bear its own costs.

Dictated to steno, transcribed by her, given under my hand and seal of the court this the 24th day of June, 2002.

SRI K. VEERAPUNAIIDU, Presiding Officer

## Appendix of Evidence Witnesses Examined for

Workman :	Management.
WW1 S. Radha Bai	MW1 D. T. Naik.

Documents mark for workman :

- Ex. W1 1-9-81 Appointment order of the workman.
- Ex. W2 25-2-99 Representation to The Chief Medical Officer, Visakhapatnam Port Trust, Visakhapatnam by the workman.
- Ex. W3 3-10-2000 Representation to the Asst. Labour Commissioner (Central), Visakhapatnam by the working President of Janatha Port and Dock Employees' Union, Visakhapatnam.
- Ex. W4 25-10-99 Registered Lawyer's notice in Management by the workman advocate.
- Ex. W5 28-2-2000 Reply to Register Lawyer's Notice dated 25-10-99.

Documents marked for Management : Nil

नई दिल्ली, 19 जुलाई, 2002

का. आ. 2647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मर्मगांव पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई के पंचाट (संदर्भ संख्या 42/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं. एल 36011/12/2001-आई. आर. (विधि)]  
बी. एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2002) of the Central Government Industrial Tribunal, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on 19-7-2002.

[No. L-36011/12/2001-IR(M)]  
B. M. DAVID, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/42 of 2002

Employers in relation to the management of The  
Chairman, Mormugao Port Trust.

Mormugao Port Trust,  
The Chairman, Mormugao Harbour, Goa,  
Goa-403803.

## AND

Their Workmen,  
The Gen. Secretary,  
Goa Port and Dock Emp. Union,  
Kamgar Bhavan,  
5A, F. F. Figueiredo Complex,  
Swatantra Path,  
Vasco-Dagama,  
Goa-403802.

## APPEARANCES :

For the Employer : Mr. M. B. Anchan, Advocate.

For the Workmen : Mr. Jaiprakash Sawant,  
Advocate.

Mumbai, dated 2nd July, 2002

## AWARD

The Government of India, Ministry of Labour, by its Order No. L-36011/12/2001-IR(M), dtd. 1st May, 2002, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in withholding 1 per cent donation amount recovered from arrears of the Wage Revision Settlement dated 20-8-2000 on their written authorisation and payable to the Goa Port and Dock Employees Union, Goa is legal and justified? If not, what is the remedial direction to the management of Mormugao Port Trust?"

2. Pursuant to the notice Advocate Shri Jaiprakash Sawant appeared for employees union and Mr. Anchan for the management Mormugao Port Trust. Vide application (Ex.-5) the union contended that the demands under reference since already raised in another reference and resolved they do not wish to prosecute the instant reference, therefore the same be disposed of, to which management gave no objection. Since the union does not wish to prosecute the reference in view of the settlement dated 18th April, 2002 (Exhibit-6), the reference will have to be disposed of and hence the order :

## ORDER

Reference stands disposed of as settled vide deed dated 18th April, 2002 (Exhibit-6).

S. N. SAUNDANKAR, Presiding Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Reference No. CGIT-2/42 of 2002

Employers in relation to the Mormugao Port Trust

V/s.

Their Workmen represented by the Goa Port and  
Dock Employees Union, Goa.

May it please your Honour :

The Goa Port and Dock Employees Union, Goa served a Strike Notice to the Chairman of the Mormugao Port Trust on the 25th of May, 2001, proposing to go on strike on or after 7th June, 2001, over their four points Charter of Demands, and requesting the Asstt. Labour Commissioner (C), Vasco-da-Gama to intervene into the matters.

2. Accordingly, the Asstt. Labour Commissioner (C) intervened and initiated the series of Conciliation Proceedings. Due to divergent views adopted by both the parties, the Asstt. Labour Commissioner (C) recorded the subject matter as a failure and forwarded the same to the Ministry of Labour for further actions.

3. The Ministry of Labour vide their Notification Number L-36011/12/2001-IR(M) dated 1st May, 2002, referred this matter for adjudication to the Central Government Industrial Tribunal No. 2, Mumbai.

4. Thereafter the Central Government Industrial Tribunal has issued a Notice to both the parties informing that the first hearing of the subject matter is fixed on the 27th of June, 2002, at 11.00 a.m. at Mumbai before the Presiding Officer, Central Government Industrial Tribunal No. 2, Mumbai.

5. In the meantime, the subject issues were settled amicably by signing the Memorandum of Settlement before the Asstt. Labour Commissioner (C), Vasco-da-Gama. (A copy of the said Settlement dated 18th April, 2002 is annexed hereto as Annexure-A for ready reference).

6. The Union therefore submits that it has resolved all the issues amicably which were raised by the Strike Notice dated 25th May, 2001.

7. It is therefore prayed that an Award may be passed accordingly, disposing off the above reference. Mumbai,

Dated, 27th June, 2002.

MR. ULHAS GURAV, (President, Goa Port and  
Dock Employees Union, Goa)

No objection for disposal  
of the above reference.

(Mr. M. B. Anchan),

Advocate for Mormugao Port Trust.

Management Representative.

(Mr. J. B. Dhawale),

Deputy Secretary (IR/GAD),

Mormugao Port Trust.

No objection for disposal of  
of the reference.

(Jaiprakash Sawant),

Advocate for the Union.

## MEMORANDUM OF SETTLEMENT

Memorandum of Settlement arrived at under Section 2(P) of the Industrial Disputes Act, 1947 read with Section 12(3) of the said act between the management of M/s. Mormugao Port Trust, Goa and Goa

Port and Dock Employees Union, Goa over the alleged non-payment of 1 per cent of the arrears of wage revision settlement collected from the workmen to the Union by the Management.  
Representing the Management :

1. Shri N. S. Madkaiker,  
Secretary.
2. Shri A. V. Nanavare,  
Dy. CAO (Estt.).

Representing the Union :

1. Shri Ulhas Gurav,  
President.
2. Shri K. Bhagat,  
Gen. Secretary.

#### SHORT RECITAL OF THE CASE

A Wage Revision Settlement was signed between the Management of All India Port's Association and Five Federation of All India Port and Dock Workers on 2-8-2000. At the time of signing of the above settlement it was verbally agreed between the parties that an amount equivalent to 1 per cent of the total arrears payable to the workmen restricted to Rs. 500 per workman shall be deducted from the arrears payment of workman subject to receipt of authorisation from the workman to effect the recovery in question and paid to the recognised Union. The Goa Port and Dock Employees Union have collected the written authorisation from the workmen in respect of recovery mentioned above and submitted to the Management of MPT to effect the recovery. Accordingly, the MPT Management have recovered subscription payable to the Union amounting to 1 per cent of the arrears not exceeding Rs. 500 per workman from the respective arrears payment. The Union have requested the Management to remit the said amount to the union to the extent of subscription recovered but the Management has failed to remit the amount to the Union.

After prolonged discussion, both the parties have agreed to come to an amicable settlement as per terms of the settlement as mentioned below :

#### TERMS OF SETTLEMENT

1. The Management has agreed to remit the amount of 1 per cent subscription collected from the arrears of Wage Revision Settlement to the Goa Port and Dock Employees Union, as per the workmen's authorisation furnished by them towards the recovery.
2. The Management has agreed to remit the amount of subscription recovered from the workmen to the Bank Account of Goa Port and Dock Employees Union on or before 10-5-2002 subject to clearance of workmen's authorisation with ref. to MPT Ref. No. CA/P-83/2002/208 dated 18-4-2002 of the subject.
3. Both the parties agreed to write to the Ministry of Labour not to refer the matter under FOC for further adjudication in view of the present settlement.

4. The union has agreed not to make any reference to any court or any authority in connection with the said issue.
5. Both the parties have agreed to send the compliance report of the terms of settlement to the ALC (C).

#### SIGNATURES OF THE PARTIES

Representing the Management :

1. Shri N. S. Madkaiker,  
Secretary.
2. Shri A. V. Nanavare,  
Dy. CAO (Estt.).

Representing the Union :

1. Shri Ulhas Gurav,  
President.
2. Shri K. Bhagat,  
Gen. Secretary.

Witnesses :

1. Shri S. V. Verenker,  
Labour Officer.
2. Shri K. D. Patil,  
Labour Enforcement Officer (Central),

Place : Mormugao Headland.

Dated : 18-4-2002.

Before me

M. P. C. RAO, Asstt. Labour Commissioner (C)/VSG  
[File No. VA-6(6)/2002-2003]

**MORMUGAO PORT TRUST**  
(Finance Department)

Ref. No. CA/P.83/2002/208 Date: 18th April, 2002  
To

DIR. (P&MS)/MPT/HL.

Sub: Refund of 1 per cent deduction of HODs.

Please find enclosed herewith list of \_\_\_\_\_ employees of your department, who have requested to refund the amount which was deducted from their arrears towards union fund.

In this connection, it is informed that the subject matter was examined by the GAD and has been decided that all the employees indicated in the list attached may route their forms of withdrawing their earlier authorization for deduction of 1 per cent, through their respective union.

You are, therefore, kindly requested to inform all the employees, who have requested for refund should route their request for refund of 1 per cent deduction through their respective unions and forward the same to this department through concerned HOD latest by 25th April, 2002. The requests received after prescribed date will not be entertained.

Sd./-  
FA&CAO

नई दिल्ली, 19 जुलाई, 2002

## AWARD

का. आ. 2648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एल्युमिनियम कं. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 365/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं. एल 43011/2/2000—आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 365/2001) of the Central Government Industrial Tribunal, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Aluminium Co. and their workman, which was received by the Central Government on 19-7-2002.

[No. L-43011/2/2000-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR

## PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch),  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

Tr. Industrial Dispute Case No. 365/2001

Date of conclusion of hearing—12th June, 2002

Date of Passing Award—8th July, 2002

## BETWEEN

The Management of the General Manager,  
Smelter Plant, NALCO, Angul-759145.

... 1st Party-Management.

## AND

Their Workmen, represented through  
The General Secretary, NALCO  
Karmachari Sangh, C/o Aviram  
Rout (WP), Qrs. No. V/203,  
NALCO Nagar, Angul-759145.

... 2nd Party-  
Union.

## APPEARANCES :

Shri R. N. Upadhyaya, Manager,  
(HRD), Smelter Plant, NALCO :

For the 1st Party. ... Management.

For the 2nd Party. ... Union.

None :

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-43011/2/2000/IR(M), dated 18-8-2000 :

"Whether the demand Nos. 1, 4 and 10 of NALCO Karmachari Sangh are justified? If yes, what relief the employees are entitled to?"

2. The case of the 2nd Party is that, the workers working under the 1st Party-Management are entitled to get the monthly productive incentive and Bonus Ex-gratia @35 per cent of the annual income, but the 1st Party-Management did not release the ex-gratia more than Rs. 6,000 to each employee. The second grievance of the 2nd Party is that prior to 1996 one conversion test was prevailed in NALCO and the sincere and efficient workers were observing in higher posts through this test considering their efficiency. But the 1st Party-Management under the present practice is not considered the aforesaid conversion test. They have further pleaded that, the pension scheme is applicable to the employees in part and paper and some facilities are withdrawn under the ground of pension scheme.

3. The 1st Party-Management has filed their Written Statement. Their case is that, the 1st Party-Management is liable to pay the bonus as per the provisions of the payment of Bonus Act, 1965. A scheme for conversion of technical employees confirmed at pre-revised W-6 grade having passed HSC/Matriculation/ITI to Supervisory Grade was introduced during 7-10-1992 as one time measure. It has been further submitted by the 1st Party-Management that, the contention of the Union regarding the liveries in the claim statement is not correct. In the third long-term wage settlement dated 14-12-1995 it was agreed to have a pension scheme for the employees of NALCO and Management was authorised to make suitable changes in the scheme to facilitate exemption of the scheme from the statutory Employees Pension Scheme. Accordingly the contributions from the employees are being diverted to the NALCO's pension fund and application has been made for exemption from the statutory scheme. The 1st Party-Management has been exhibited in this case as Ext. A to Ext. E. It may able claim in the eye of law.

4. On the above pleadings of the parties the following issues have been settled :

1. Whether the reference is maintainable?

2. Whether the demand Nos. 1, 4 and 10 of NALCO Karmachari Sangh are justified?

3. If not what relief the workmen are entitled to?

5. No evidence either oral or documentary has been adduced on behalf of the 2nd Party. The 1st Party-Management has produced five documents, which have been exhibited in this case as Ext.-A to Ext.-E. It may be stated here that, the 2nd Party after filing of the

Claim Statement has withdrawn themselves from hearing of the case. In spite of opportunities given to the 2nd Party, they have neither adduced any evidence nor taken part in the hearing of the case.

### FINDINGS

#### ISSUE NO. II :

6. The dispute has been raised at the instance of the 2nd Party. So, the onus lies on them to satisfy the Tribunal that, their demand Nos. 1, 4 and 10 are justified. The claim statement does not reveal that what was the demand Nos. 1, 4 and 10. No documents were also been filed. On the other hand, the 1st Party-Management has produced the documents, i.e. from Ext.-A to Ext.-E in support of their case. Those documents stand unchallenged. In absence of any materials produced on behalf of the 2nd Party it cannot be said that their demand Nos. 1, 4 and 10 are justified. Hence, these issue are answered accordingly.

#### ISSUE NO. I :

7. This issue has not been placed by the 1st Party-Management. So, no finding is necessary.

#### ISSUE NO. III :

8. In view of my findings given in respect of Issue No. II, the 2nd Party-Workmen are not entitled for any relief.

9. Reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 19 जुलाई, 2002

का. आ. 2649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान कॉपर लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट (संदर्भ संख्या 95/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2002 को प्राप्त हुआ था।

[सं. एन 43012/9/98 आई आर (विविध)]

बी. एम डेविड, अवर सचिव

New Delhi, the 19th July, 2002

S.O. 2649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95/99) of the Central Government Industrial Tribunal Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Copper Ltd. and their workman, which was received by the Central Government on 19-7-2002.

[No. L-43012/9/98-IR(M)]

B. M. DAVID, Under Secy.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/95 of 1999

Employers in relation to the management of

The General Manager,  
M/s. Hindustan Copper Ltd.,  
Taloja Copper Project,  
P.O. Box No. 23, P.O. Taloja,  
Raigarh-410208.

AND

Their Workmen.

Mr. Chandrakant Mangal Gaikar &  
4 Ors.

At Post Walklan  
Thane-400612.

APPEARANCES :

For the Employer—Mr. Lancy D'Souza, Representative.

For the Workmen—Mr. A. K. Phadke, Advocate.

Mumbai, dated, 3rd July, 2002

### AWARD

The Government of India, Ministry of Labour, by its Order No. L-43012/9/98/IR(M), dated 20-4-99, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Hindustan Copper Ltd. Raigad in not regularising the services of five contract workmen Shri Chandrakant Mangal Gaikar and four others performing the job of packing of coil is legal and justified? If not, to what relief the workmen are entitled, to?”

2. Five workers namely Shri Chandrakant Mangal Gaikar, Shri Sopan Arjun Mate, Shri Santosh Krishna Gadge, Shri Jayawant Ganpat Kadu and Shri Hanuman Ananta Bhagat by way of Statement of Claim (Exhibit-7) contended that they were employed by M/s. Hindustan Copper Ltd. as coil packers. They averred that they worked about 3—5 years in the coil packing department as mentioned in Annexure 'A'. Each one of them have put in more than 240 days in a calendar year. They worked to the satisfaction. It is contended that the above workers were provided facilities by the company till 1997, however later-on discontinued. It is contended above workers approached the company and the contractor Mr. Chandrakant Patil, R/o Tondare, District Raigad to put-forth their grievance. However remained undressed. Consequently they approached the R.L.C.(C)

on 2nd March, 1998, but in vain. It is contended as the workers under reference approached the R.L.C., the officer of the company Mr. Chakravarty, who used to supervise their packing work, orally informed that their services were not required and as such they have been discontinued. It is contended though workers worked 3—5 years in the company efficiently, the officers of the company making drama of engaging the contractor, to deprive them from the legitimate rights of permanency, discontinued and in their place, engaged the two contractors viz. Jadhav, Bendre. It is contended that the workers under reference were issued periodical gate pass, but, later-on those were taken back. They were doing the work of coolies of company but illegally discontinued, therefore, they contended to reinstate them with full back wages.

3. Management Hindustan Copper Ltd. Raigad opposed the claim of the workers by filing Written Statement (Ex-9) contending that the workers under reference were not employees of the company but they were with the contractor Shri C. D. Patil. It is contended that said Patil was engaged as a piece rate coil contractor in the year 1995. He was continued till 1998. Work of packing was of intermittent nature. It was given on piece rate contract. Later-on the company's production activity had drastically reduced on account of which the other permanent workman who became surplus had to be deployed to carry out the work of packing whenever required. It is contended on account of the drastic fall in production it has suffered heavy loss and the company was unable to bear the burden of the present work force and therefore the contract was not extended after 31st March '98. It is contended as per the contract the contractor had his own supervisory staff to supervise the work of the contract workers. He used to record and mark the attendance of the workers, sanction their leave and disburse wages. Company had no privity of contract between itself and the contractors labourers and as there is no master servant relationship, the workers under reference have no concern with the company, therefore the reference is not maintainable. It is contended contract workers were permitted to avail the canteen facilities, however when contractor failed to pay the canteen bills, the workers were not permitted to avail of the canteen facilities thereafter. Company denied that the workers under reference put more than 240 days in a year and that they worked within the range of 3-5 years. It is contended that work of the workers under reference was not being supervised by the company officers at any time hence the claim being devoid of substance, be dismissed in toto.

4. On the rival pleadings of the parties my Learned Predecessor framed issues (Exhibit-12) and in that reference five workers Mate, Gadge, Kadu, Bhagat and Gaikar filed their affidavits in lieu of Examination-in-Chief vide (Exhibit-13, 14, 15, 16 & 17) and closed oral evidence vide purshis (Exhibit-23). Mr. Bhattacharjee, Assistant Manager (Quality Assurance) and Mr. Bhaskarivoti Gangopadhyay, Chief Manager—(Finance) filed their affidavits in lieu of Examination-in-Chief (Exhibit-25 & 28) and closed evidence on behalf of the management vide purshis (Exhibit-31).

5. Workers concerned filed their written submissions (Exhibit-33) with copies of rulings and the 2448 GI/2002—30

management (Exhibit-34, 37). On hearing the Learned Counsel at length and going through the record as a whole and the written submissions I record my findings on the issues for the reasons stated below :

Issues	Findings
1. Whether the concerned workmen are not employees of M/s. Hindustan Copper Ltd.?	Yes.
2. Whether there is no master and servant relationship between the two ?	Yes.
3. Whether they are employees of the contractor, Chandrakant Patil ?	Yes
4. Whether they are in continuous employment of M/s. Hindustan Copper Ltd.?	Does not survive
5. Whether the action of the management in not regularising the services of the workmen mentioned in the schedule who are performing the job of packing of coil is legal and justified ?	Yes.
6. If not, to what relief the workmen are entitled to ?	As per order below,

#### REASONS

6. At the outset it is to be noted that the workers under reference, in their claim statement (Exhibit-7) averred that they were employed by the company under guise of contract with Shri Chandrakant D. Patil and by way of affidavit they disclosed that they worked more than 240 days in every calendar year with the company. The Learned Counsel Mr. Phadke submits that workers infact and in reality were employees of the company and that they were given gate pass etc. He submits that under guise of contract workers were working in the department of coil packing in the company. Management officers, Mr. Bhattacharjee and Mr. Gangopadhyay denied that workers concerned were employees of company. Therefore the crucial point crops whether the workers are the employees of the company or the contractor.

7. Admissions of the adversary is the best evidence. All the workers in their cross-examination admitted that Hindustan Copper Company did not issue them appointment letter, contractor Mr. Patil used to give them work under the company's premises. Shri Baburao Patil, Harishchandra Gadge, Eknath Patil the employees of the contractor C. D. Patil used to supervise their work. They clearly admit that contractor C. D. Patil was paying them wages for the work done.

8. The principal which emerges from the authorities relied by both sides is that the prima facie test for the determination of the relationship between master and servant is the existence of right in the master to supervise and control the work done by the servant and not in the matter of directing what work the servant has to do, but also the manner in which he shall do his work and the correct method of approach is to consider whether they have referred to nature

of work whether there was due control and supervision by the employer. In *Chintaman Rao Vs. State of M.P.* AIR 1988 SC 388 Their Lordships observed:

"There is a clear cut distinction between contractor and workman. Identifying mark of latter is that he should be under the control and supervision of the employer in respect of the details of the work."

In *State of Uttar Pradesh and Anr. Vs. Audh Narain Singh and Anr.* 1964 (9) FLR pg. 238 Their Lordships of Apex Court observed:

"Whether in a given case the relationship of master and servant exists is a question of fact, which must be determined on a consideration of all material and relevant circumstances having a bearing on that question. In general selection by the employer, coupled with payment by him of remuneration or wages, the right to control the method of work, and a power to suspend or remove from employment are indicative of the relation of master and servant. But co-existence of all these indicia is not predicated in every case to make the relation one of master and servant. In special classes of employment, a contract of service may exist, even in the absence of one or more of these indicia. But ordinarily the right of an employer to control the method of doing the work, and the power of superintendence and control may be treated as strongly indicative of the relation of master and servant, for that relation imports the power not only to direct the doing of some work, but also the power to direct the manner in which the work is to be done. If the employer has the power, *prima facie*, the relation is that of master and servant."

The workers under reference admitted that they are employees of the contractor Mr. C. D. Patil. It is apparent that the contractor is employer of the workers under reference and that relationship of C. D. Patil with the company is of principal to principal, which evidently point out the workers are the employees of the contractor Mr. Patil and not the company.

9. While parting with the matter the Tribunal established under the social legislation cannot lose sight of the recent Judgment dtd. 30-8-2001 in case of *Steel Authority of India Limited & Ors Vs. National Union Water Front Workers & Ors.* 2001 LLR no. 961 wherein Their Lordships of Hon'ble Supreme Court decided the consequences of violation of Sections 7 & 12 of the Contract Labour (Regulation and Abolition) Act, 1970 and the penalty for violation explicitly provided in Sections 23 & 25 of the Act. Sections 23 & 25 do not provide that violation of Sections 7 & 12 would lead to automatic absorption of contract labour and conferring the employer and employee relationship between the principal employer and the contract workers. It is observed that it is not possible to substitute for penal consequences specified in Sections 23 & 25 a difference sequel of absorption of contract labour in the establishment. It is further held that provisions of the Contract

Labour Act do not envisage or create a master and servant relationship. Their Lordships in para 96 of the Judgment pointed out as to whether or not the contractor engaging contract labour in connection with the work entrusted to him by principal employer the relationship of master and servant between the principal employer and the contract labour would emerge. In para 102 the Supreme Court held that there is no substance in the submission that a combined reading of the definition of the term 'contract labour' establishment and workman would show that the legal relationship between a person employed in an industry and the owner of the industry is created. Their Lordships observed in the same Judgment that the Tribunal can go deep into the matter to find out if really the contract is sham/camouflage or genuine.

10. In the case in hand the workers under reference do not know and even do not speak anything on the contract however, admitted they got employment through contractor Patil. On going through the evidence as a whole coupled with the admissions, since contractor Mr. Patil employed workers and that they were paid wages by him for the work done by them, supervised by their men, fulfil the relevant factors establish relationship of employer and employee, certainly point out contract is not sham or camouflage and that infact and in reality, the workers are the employees of the contractor and not of the company. Since the workers are not the employees of the company question of regularising their services in the company does not arise. Consequently issues are answered accordingly and hence the order :—

#### ORDER

The action of the management of Hindustan Copper Ltd. Raigad in not regularising the services of the workmen mentioned in the schedule who performed the job of packing of coil is legal and totally justified and consequently they are not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer  
3-7-2002

नई दिल्ली, 23 जुलाई, 2002

का. आ. 2650.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यरेनियम कार्पो. ऑफ इण्डिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, घनबाद के पंचाट (संदर्भ संख्या 93/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-07-2002 को प्राप्त हुआ था।

[सं. एल-42012/6/95 आई. आर. (विविध)]  
बी. एम. डेविड, अवर सचिव

New Delhi. the 23rd July, 2002

S.O. 2650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central



Government hereby publishes the award (Ref. No. 93/1996) of the Central Government Industrial Tribunal, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Uranium Corpn. of India Ltd. and their workman, which was received by the Central Government on 23-7-2002.

[No. L-42012/6/95-IR(M)]  
B. M. DAVID, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT DHANBAD

In the matter of a reference under Section 10(1)(d)  
of the Industrial Disputes Act, 1947

Reference No. 93 of 1996

#### PARTIES :

Employers in relation to the management of M/s.  
Uranium Corporation of India Ltd.

#### AND

Their Workmen.

#### PRESENT :

Shri S. H. Kazmi, Presiding Officer.

#### APPEARANCES :-

For the Employers: Shri P. R. Rakhit, Advocate.  
For the Workman: Shri D. K. Verma, Advocate.

STATE : Jharkhand. INDUSTRY : Uranium.

Dated, the 8th July, 2002

#### AWARD

By Order No. L-42012/6/95-IR(Misc.) dated the 3rd October, 1996 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Uranium Corporation of India Ltd. in terminating the services of Shri Shiv Nandan Prasad, Tradesman "A" is justified? If not, to what relief the workman is entitled?"

2. Precisely, the case of the concerned workman is that he had been working as Tradesman "A" in the Mechanical Section of Uranium Corporation of India Ltd. for last 23 years continuously and permanently and his performance and conduct had been all along satisfactory. It has been said that all on a sudden to the utter surprise of the concerned workman a charge-sheet dated 19-10-1994 was issued against him by the said management on the allegation under the Certified Standing Order Nos. 42(u) and 42(dd) for committing misconduct of habitual absence without leave for more than 3 consecutive days and irregularity in attendance etc. and the workman received the said

chargesheet on 22-10-1984. It is said that so-called allegations levelled against the concerned workman in the aforesaid chargesheet were totally incorrect false, baseless, motivated and he duly submitted his satisfactory explanation dated 27-10-84 in reply to the said chargesheet denying the allegations levelled against him. Further the case is that after issuance of the chargesheet the concerned workman was not allowed to join his duty and he practically remained under suspension without paying him subsistence allowance. Thereafter no enquiry whatsoever giving opportunity to the concerned workman was held with his knowledge and information and subsequently from a letter of termination of service dated 20-8-87 for the first time the workman came to know that an ex-parte enquiry was held to enquire into the so-called allegations levelled against him. It is said that the workman was never informed about the said enquiry nor he was given opportunity to be present and participate in the said enquiry and as such the said enquiry was conducted in violation and contravention of the principles of natural justice. Further, it has been said that the absence of the concerned workman from duty was due to unavoidable circumstances beyond his control and that he had duly informed the management for his absence requesting the concerned authority to grant him leave due to serious illness of his wife and he was bonafide information that his leave was granted and sanctioned. It is also said that presuming but not admitting the misconduct as alleged, the punishment of termination of service is highly disproportionate, harsh and grave manner to victimise and unfair labour practice. Lastly, the prayer has been made for reinstatement with full back wages and continuity in service.

3. The management in its written statement apart from challenging the reference on the ground of maintainability has come out with the case that the concerned workman formed the habit of remaining absent without leave or permission for more than 3 consecutive dates without sufficient ground or proper or satisfactory explanation of his absence. It has been said, that besides his unauthorised absence for a period of 55 days as per chargesheet dated 19-10-84 the concerned workman also absented from his duty for a period of 39 days between 9-9-83 and 21-4-84 which was regularised and adjusted against 18 days earned leave, 11 days sick leave and 10 days EOL (N.M.). It is said that in spite of giving opportunities to him, the concerned workman did not care to improve even when he was let-off earlier taking a lenient view. It is said, by order dated 28-8-1983 on the basis of the chargesheet on the identical charges the concerned workman was held guilty and his two increments were stopped taking a lenient view on the assurance of the concerned workman that such misconduct shall not recur in future. When the chargesheet was submitted, it is said, that the concerned workman submitted the reply in which he clearly admitted the charge and requested the management to condone the lapse on his part with further assurance that he would be regular in attendance in future. Having found the reply not satisfactory the enquiry was held in which despite the receipt of notice and having knowledge about the same the concerned workman did not appear and which was ultimately fixed ex-parte as against him and thereafter having found

him guilty of the said charges the report was submitted and later he was dismissed from his service. It has been said that the punishment meted out to the concerned workman is neither harsh or disproportionate and hence it cannot be said to be victimisation or unfair labour practice, as alleged by the workman.

4. It is significant to point out at the very outset that during the pendency of the proceeding before this Tribunal the question relating to the fairness of the domestic enquiry was taken up as a preliminary issue and after affording opportunities to the parties to lead evidence the same was ultimately disposed of by order dated 10-12-2001 and the domestic enquiry was held to be fair and proper.

5. In view of the aforesaid development now the only question which requires consideration is whether the findings arrived at either by the Enquiry Officer or the Disciplinary Authority can at all be challenged on the ground of perversity or on any other ground whatsoever and whether the same is required to be interfered with or not.

6. Having gone through the papers relating to the enquiry proceedings (Ext. M-10) and the report and findings of the Enquiry Officer (Ext. M-11) it appears that when despite having full knowledge about the enquiry proceeding the concerned workman never appeared or participated in order to defend himself, the said enquiry proceeded ex-parte against him in course of which few documents were filed from the side of the management and the statement of the Presenting Officer on behalf of the management was also recorded. The documents filed were either the chargesheet, reply to the chargesheet or the copy of the earlier order by which punishment was awarded to the concerned workman by way of withholding of his annual increment for a period of two years on the ground of absenteeism. In course of his oral testimony the said Presenting Officer gave out the details and specified the period also during which the concerned workman remained absent from duty. According to him, the concerned workman remained absent from duty for 94 days both authorisedly and unauthorisedly from September, 1983 to September, 1984 and further according to him, during this period he was unauthorisedly absent for 54 days in 7 spells and on all occasions he remained absent for more than 3 consecutive days. He seems to have stated about the facts relating to earlier chargesheet also issued against the concerned workman on the same nature of allegation or charge. After taking into consideration the entire materials brought before him and the facts and circumstances emerged out of those materials the Enquiry Officer came to the conclusion that the concerned workman was habitual and chronic absentee and he remained absent for more than 3 consecutive days on many occasions. From the scrutiny of the materials available on the record particularly when those materials and allegations remained uncontroverted or un rebutted, the conclusion arrived at by the Enquiry Officer appears to be just and proper and consequently the findings arrived at by him holding the concerned workman guilty of the charges levelled against him do not require any interference.

7. Now the only question left is whether at all the punishment of dismissal inflicted upon the concerned

workman can be termed as harsh, grave or disproportionate to the gravity of offence or not and if the answer is in affirmative then what should have been the appropriate punishment.

Ext. M-3 is the reply submitted by the concerned workman when the charge-sheet with the aforesaid allegations or grounds was served upon him. In the said reply the concerned workman appears to have mentioned that his wife had been ailing for the last 3 to 4 years and since nobody in Jaduguda (the place where the concerned workman was posted) was there to look after her in his absence she had been staying with her relatives at Nayagram. Further he mentioned that at times her condition became critical and his presence was required and further on such occasion when he received intimation he had left for Nayagram hastily. He thereafter mentioned that this was the reason for his remaining absent from duty without taking prior sanction or leave. Further, according to him, absence on his part was not intentional, rather the circumstances forced him to do so out of necessity and anxiety. Lastly he requested to condone this lapse on his part and assured that he will be regular in his attendance in future.

In course of the enquiry proceedings, it appears, that the Presenting Officer on behalf of the management during his statement as regards the contents of the reply submitted by the concerned workman, stated that Sri Prasad, the concerned workman, has been allotted a quarter in the colony and he could have availed better medical treatment from the company's hospital for his wife's treatment instead of keeping her in Nayagram, his native place. According to him, he could have also avoided absenteeism which he never cared and remained absent. Upon such statement being made by the Presenting Officer the Enquiry Officer in his report at one place has observed that the reason advanced by the Presenting Officer appears to be quite convincing when an individual gets sick he goes to better hospital other than to stay back in his native place specially when the treatment in free of charge. It is true that the concerned workman remained absent during the aforesaid period unauthorisedly without leave or information and as per the materials available he cannot be absolved from the said charge but at the same time the aforesaid observation or the findings given by the Enquiry Officer do not appear to be sound, reasonable and convincing. The concerned workman has clearly mentioned in his reply as to under what circumstances his ailing wife was living at his native place, Nayagram and not at the place of his posting at Jaduguda. He has stated that there was no one to look after her at Jaduguda in his absence and that is why he had to bring her to his native place where off and on he used to pay visit when her condition became critical and his presence was required. It is unreasonable to consider the said aspect only from this point of view that at Jaduguda one hospital is there for providing medical facilities and so the concerned workman instead of taking his wife to his native place should have admitted her in the said hospital at Jaduguda itself.

Since it is evident that earlier also on the ground of absenteeism some action was taken against the concerned workman this time due to repetition of the same conduct of absenteeism without leave or information

the concerned workman was certainly required to be dealt with suitably, but considering the nature of the stand taken by him in his reply to the charge-sheet, in my opinion, he was not required to be dealt with so harshly in the matter of inflicting punishment upon him. Consequently the extreme punishment of dismissal is not commensurate to the gravity of the charge as alleged in view of the materials and circumstances. In my view, taking into account the totality of the circumstances, if the concerned workman is allowed to be reinstated with denial of back wages to him that would serve the purpose.

8. In view of all the aforesaid considerations and discussions it is finally concluded that the concerned workman deserves reinstatement with continuity of service but without back wages from the date of his dismissal till the date of his reinstatement.

9. The award is, thus, rendered as hereunder :

The action of the management of Uranium Corporation of India Ltd. in terminating the services of the concerned workman, S. N. Prasad, is not justified and the concerned workman deserves to be reinstated with continuity of service, but without back wages. Consequently, the management is directed to reinstate the concerned workman with continuity of his service within 30 days from the date of publication of this award. However, the concerned workman would not be entitled to be paid his back wages from the date of his dismissal to the date of his reinstatement.

However, there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 15 जुलाई, 2002

का. आ. 2651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/भ्रम न्यायालय, अजमेर के पंचाट को प्रकाशित करती है, है, जो केन्द्रीय सरकार को 15-7-2002 को प्राप्त हुआ था।

[सं. एल-42012/188/96-आई. आर. (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 15th July, 2002

S.O. 2651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 15-7-2002.

[No. L-42012/188/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### अनुबंध

न्यायालय भ्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)  
पोठासीन अधिकारी : राजेंद्र सिंह राठौड़, आर एच जे एस.

सी. आई. टी. आर. 23/97

(रेफरेंस नं. एल-42012/188/96 दिनांक 10-10-97)

श्री किशोर कुमार पुत्र श्री भंवरलाल सांखला म. नं. 950/29, धौला भाटा, अजमेर

—प्रार्थी

### बनाम

सहायक अभियंता (विद्युत) अजमेर केन्द्रीय विद्युत मंडल,  
केन्द्रीय लोक निर्माण विभाग, अजमेर

—अप्रार्थी

उपस्थित : श्री बी. डी. गुप्ता, विद्वान अभिवक्ता, प्रार्थी  
श्री रामस्वरूप जी, विद्वान अधिवक्ता, अप्रार्थी  
दिनांक : 15-3-2002

### अवाद

1. केन्द्र सरकार द्वारा इस न्यायाधिकरण को प्रेषित विवाद वास्ते अधिनिर्णयार्थ इस प्रकार है :—

“आया सी. पी. डब्ल्यू. डी. के सहायक इंजीनियर (विद्युत) का श्रमिक किशोर कुमार को सेवा मुक्त कर देने का कार्य उचित एवं वैधानिक है? यदि नहीं तो श्रमिक किस राहत को पाने का अधिकारी है?”

2. स्टेटमेंट ऑफ क्लेम्स में प्रार्थी ने बताया है कि सी. पी. डब्ल्यू. डी. विद्युत उपमंडल, अजमेर के केन्द्रीय विद्युत विभाग में आईबीएम कालोनी पर पंप ऑपरेटर के पद पर कार्यरत था। इसको नियुक्ति विपक्षी के द्वारा 20-2-91 को को गयी थी। विपक्षी ने अविधिक तरीके से उसे नौकरी से हटा दिया। समझौता अधिकारों के समक्ष शिकायत के आधार पर वार्ता हुई व विफल होने पर असफल वार्ता प्रतिवेदन सरकार को भेजा गया जहां से विवाद न्याय निर्णय के लिए भेजा गया। प्रार्थी का कहना है कि विपक्षी के निर्देशानुसार समय समय पर विभिन्न पानियों में 200 दिवस से अधिक लगातार कार्य किया जिसके बदले उसे प्रतिमाह वेतन अदा किया गया। विपक्षी ने प्रार्थी को परिचय पत्र अपने हस्ताक्षर व सोल लगाकर जारी किया था जिससे स्पष्ट है कि उसको नियुक्ति विपक्षी के द्वारा ही को गयी थी।

विपक्षी द्वारा प्रार्थी को वेतन भुगतान मैसर्स आर. एस. इलैक्ट्रिकल्स नई दिल्ली के माध्यम से कराया जाता था। प्रार्थी को सेवा मुक्त कर दिया गया जबकि उससे कनिष्ठ व्यक्ति उनी पद पर कार्य कर रहे है तथा नई नियुक्तियां भी की जा रही है। प्रार्थी को कार्यालय में बुलाकर 13-5-94 से सेवा मुक्त होने का मौखिक रूप से आदेश दे दिया गया तथा हटाने से पूर्व किसी प्रकार

का नोटिस मुआवजा अथवा एक माह का वेतन नहीं दिया गया। इसी प्रकार प्रार्थी ने 20-2-91 से 12-5-94 तक संतोषजनक रूप से कार्य किया है तथा प्रार्थी का कार्य स्थाई प्रकृति का था जो आज भी जारी है। प्रार्थी का निवेदन है कि विपक्षी द्वारा धारा 25 एफ औद्योगिक विवाद अधि. की पालन नहीं की गयी है अतः उसका मौखिक रूप से सेवामुक्ति आदेश गलत, अविधिक एवं ग़लत प्रायः है। प्रार्थी को स्थाई कर्मचारी मानते पंप ऑपरेटर के पद पर स्थाई होने के आदेश प्रदान किये जावे तथा 12-5-94 से आज तक समस्त बकाया वेतन लाभ परिलाभ दिलाये जावे।

प्रार्थी ने अपना शपथ पत्र प्रस्तुत किया है जिस पर अप्रार्थी पक्ष द्वारा जिरह की गयी है। प्रार्थी की ओर से दस्तावेजात् भी प्रस्तुत किये गये हैं जो प्रदर्श डबल्यू-1 लगायत डब. 4 है।

3. अप्रार्थी का प्रत्युत्तर है कि विपक्षी विभाग में प्रार्थी को कभी भी नियुक्त नहीं किया गया अतः उसे नौकरी से हटाने का कोई प्रश्न ही नहीं उठता है। विभाग द्वारा प्रार्थी को कभी भी कोई वेतन भुगतान नहीं किया गया। प्रार्थी ने ठेकेदार मैसर्स आर. एस. इलैक्ट्रिकल्स नई दिल्ली के अधीन इस विभाग का काम किया है तथा कार्य से संबंधित ठेकेदार के कर्मचारियों को निर्देश दिये जाते रहे हैं। परिचय पत्र केवल मात्र आईबीएम कालोनी में प्रवेश करने हेतु प्रदान किया गया था। प्रार्थी को भुगतान उक्त ठेकेदार द्वारा ही किया गया है जिसमें विभाग के किसी अधिकारी का कोई हस्तक्षेप नहीं था आईबीएम कालोनी स्थित पंप ठेके पर चलाने का कार्य अस्थाई प्रकृति का था जिसका ठेका मैसर्स आरएस इलैक्ट्रिकल्स को विभाग द्वारा दिया गया था एवं अब वहाँ कोई अस्थाई कर्मचारी कार्यरत नहीं है। प्रार्थी ने समझौता अधिकारी के सामने एक अन्य विवाद भी समझौता होने पर रु. 5500/- उक्त ठेकेदार से ही प्राप्त किये हैं। अप्रार्थी का कहना है कि प्रार्थी विभाग का कर्मचारी ही नहीं था न ही विभाग द्वारा उसे सेवा मुक्त किया गया अतः धारा 25 एफ औद्योगिक विवाद के उल्लंघन का मामला नहीं बनता है। प्रार्थी ने मैसर्स आर. एस. इलैक्ट्रिकल्स जिसके अधीन वह कार्यरत था को इस मामले में प्रतिवादी नहीं बनाया है। अतः प्रार्थी का क्लेम निरस्त किये जाने योग्य है।

अप्रार्थी की ओर से श्री नीरज बंसल, सहायक अभियंता व प्रभारी अधिकारी तथा श्री बी. एस. माथुर ने शपथ पत्र पेश किये हैं जिस पर प्रार्थी पक्ष द्वारा जिरह की गयी है। अप्रार्थी की ओर से इस मामले से संबंधित दस्तावेज भी पेश किये गये हैं जो क्रमशः एम-1 लगायत एम-33 है।

4. बहस मुनी गयी तथा पत्रावली पर उपलब्ध अभिकथन व साक्ष्य का विवेचन किया गया। इस विवाद के न्याय निर्णय के लिए निम्नांकित बिंदु निमित्त किये गये :—

1. आया प्रार्थी की नियुक्ति 20-2-91 को विपक्षी विभाग द्वारा की गयी थी तथा विपक्षी के अधीन कार्य करते हुए भी उसे 12-5-94 को मौखिक रूप से सेवा मुक्त किया गया अथवा प्रार्थी विपक्षी के ठेकेदार मैसर्स आर. एस. इलैक्ट्रिकल्स, नई दिल्ली के अधीन नियुक्त होकर कार्य करता रहा ?

2. अनुतोष

5. प्रत्येक बिंदु पर हमारा निर्णय निम्नानुसार है।

बिंदु संख्या—1 :—प्रार्थी ने अपने शपथ बयान में बताया है कि 19-2-91 को उसका इंटरव्यू लिया गया था तथा 20-2-91 से उसकी नियुक्ति विभाग द्वारा की गयी थी। परिचय पत्र प्रदर्श डब. 4 को प्रार्थी ने अपना नियुक्ति पत्र बताया। प्रार्थी का कहना है कि 700/- रु. मासिक वेतन दिया जाता था पर अन्य कोई भत्ता नहीं मिलता था। गवाह ने इस बात को स्वीकार किया है कि समझौता अधिकारी ने समझौता बातों के दौरान ठेकेदार व विभाग दोनों को ही पक्षकार बनाया था तथा रु. 5500/- उसे ठेकेदार से दिलवाये थे जिसकी रसीद उसने प्रदर्श एम-1 अपने हस्ताक्षर कर जारी की थी। यह राशि 13-5-94 से पहले की थी।

अप्रार्थी के गवाह बी. एस. माथुर ने शपथ बयान किया है कि सीपीडब्ल्यूडी की कालोनी में विद्युत के कार्य के रखरखाव के लिए निविदाये आमंत्रित की गयी थी। वर्ष 91 के लिए आर. एस. इलै. की निविदा स्वीकार की गयी तथा उक्त ठेकेदार ने अप्रैल 91 से अप्रैल 95 तक कार्य किया। प्रार्थी ने उक्त ठेकेदार के अधीन ही कार्य किया था जिसका भुगतान कंपनी के द्वारा ही उसे किया जाता था। पहचान पत्र केवल इस कारण दिये गये थे ताकि कालोनी में अवांटिड व्यक्ति प्रवेश कर कोई विद्युत संबंधी कठिनाई उत्पन्न न कर सके। प्रार्थी व ठेकेदार कंपनी के बीच लेन देन बाबत जो विवाद उत्पन्न हुआ था उसका अंतिम भुगतान 5500/- रु. चैक प्रदर्श एम-3 द्वारा दि. 30-6-97 को ठेकेदार कंपनी द्वारा कर दिया गया व जिसकी रसीद प्रार्थी द्वारा जारी की गयी। श्री माथुर ने यह स्वीकार किया है कि पंपिंग स्टेशन पर पंप ऑपरेटर का कार्य स्थाई प्रकृति का है तथा वर्तमान में उनके विभाग के दो आदमी इसका काम कर रहे हैं।

दोनों पक्षों के बीच तथ्यों के आधार पर जो विवाद उभरकर सामने आता है वह यह है कि जहाँ एक ओर प्रार्थी प्रदर्श डब. 4 पहचान कार्ड के माध्यम से उक्त कार्ड में अंकित नियुक्ति दिनांक 20-2-91 को बताते हुए नियोजक सीपीडब्ल्यूडी को बनाना चाहता है वहीं दूसरी ओर विपक्षी 1-4-91 से अप्रैल 95 की अवधि के लिए निविदा स्वीकृत योग्य ठेकेदार आर. एस. इलैक्ट्रिकल्स का कर्मचारी उसे बताते हैं। प्रार्थी पक्ष का कहना है कि जब ठेकेदार की उत्पत्ति ही 1-4-91 को हुई है तब 20-2-91 को जो ठेकेदार अस्तित्व में

नहीं था उसके अधीन प्रार्थी का काम करना व नियुक्त होना किस प्रकार माना जा सकता है। इस विरोधाभासी स्थिति को देखने के लिए प्रदर्श एम—1 जो न्यूनतम वेतन प्राधिकारी का निर्णय 29-8-97 है व हमारी मदद करता है प्रार्थी किशोरकुमार ने उक्त प्राधिकारी के समक्ष मैसर्स आर. एस. इलेक्ट्रिकल्स तथा एक्जीक्यूटिव इंजीनियर सीपी-इल्यूडी के विरुद्ध वाद दायर किया था। प्राधिकारी के आदेश में यह स्पष्ट तौर पर अंकित है कि 20-1-91 से 12-5-96 की अवधि के लिए प्रार्थी ने ठेकेदार के विरुद्ध क्लेम पेश किया था। इस विवाद का निर्णय प्रार्थी व ठेकेदार के बीच पारस्परिक राजीनामे के आधार पर जिसके अनुसार प्रार्थी ने ठेकेदार से ही क्लेम की राशि प्राप्त कर ली एवं रसीद प्रदर्श एम—1 जारी कर दी। इसके अतिरिक्त प्रदर्श एम—1 लगायत एम—32 ठेकेदार कंपनी द्वारा घोषित किये गये उपस्थिति पंजिक की प्रतियां एवं समय-समय पर प्रार्थी को किये गये भुगतान की भी रसीदें हैं जिन पर रेवेन्यू टिकट पर प्रार्थी के हस्ताक्षर वेतन प्राप्त के संबंध में मौजूद है। अतः केवल परिचय पत्र प्रदर्श डब. 4 के आधार पर यह माने जाने का कोई समुचित व संतोषप्रद कारण नहीं है कि प्रार्थी की नियुक्ति वास्तव में विपक्षी विभाग द्वारा ही की गयी थी तथा इसके विपरीत अप्रार्थी द्वारा जो दस्तावेजात पेश किये गये हैं उससे यह बात बिल्कुल सामने आ जाती है कि प्रार्थी मैसर्स आर. एस. इले. ठेकेदार का ही कर्मचारी था तथा ठेकेदार द्वारा ही उसे भुगतान किया जाता रहा था। यह स्थिति प्रदर्श एम—33 न्यूनतम वेतन प्राधिकारी के निर्णय व आदेश से भी स्पष्ट हो जाती है। ऐसी परिस्थिति में यह मानने का कोई कारण नहीं है कि प्रार्थी विपक्षी विभाग के अधीन नियोजित रहा था व उसी के द्वारा उसे मौखिक रूप से सेवा मुक्त किया गया था।

प्रार्थी पक्ष ने माननीय सर्वोच्च न्यायालय के विनिश्चय आई आर 1999 एससी 116 सेक्रेट्री हरियाणा स्टेट इले. बोर्ड बनाम सुरेश के आधार पर यह दर्शने का प्रयास किया है कि नियोजक औद्योगिक विवाद अधि. के प्रावधानों से बचने के उद्देश्य से ठेकेदार के माध्यम से श्रमिकों को काम पर लगाते हैं तथा न्यायालय का यह कर्तव्य है कि "इंस्ट्रूटन ऑफ लिफ्टिंग ऑफ व्हील" को लागू कर यह देखे कि क्या वास्तव में ठेकेदार का अवतरण श्रमिक कानूनों को धत्ता बताने की नीयत से तो नहीं किया गया है। मौजूदा केस के तथ्यों पर उक्त विनिश्चय के सिद्धांत लागू होना नहीं माना जा सकता है क्योंकि न्यूनतम वेतन भुगतान प्राधिकारी के समक्ष भी जब प्रार्थी श्रमिक ने ठेकेदार का नियोजन स्वीकार करते हुए समक्षता के आधार पर राशि प्राप्त कर ली है तो इसके विपरीत तथ्यों की छानबीन का कोई आधार शेष ही नहीं रहता है।

बिधु सं. 1 का निर्धारण प्रार्थी के विरुद्ध तय किया जाता है।

आदेश

बिधु संख्या —2— (अनुतोष) :—प्रार्थी सीपीइल्यूडी (विद्युत) अजमेर द्वारा नियोजन को साबित करने में असमर्थ रहा है अतएव विपक्षी द्वारा उसकी मौखिक सेवा मुक्ति का कोई प्रश्न ही उत्पन्न नहीं होता है। प्रार्थी किसी प्रकार का अनुतोष प्राप्त करने का अधिकारी नहीं क्योंकि ठेकेदार मैसर्स आर. एस. इलेक्ट्रिकल्स लिमिटेड इस विवाद में पक्षकार नहीं आया गया है। प्रार्थी का क्लेम खारिज किया जाता है।

राजेंद्र सिंह राठौड़, न्यायाधीश

नई दिल्ली, 15 जुलाई, 2002

का.आ. 2652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल सीड्स कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 15-7-2002 को प्राप्त हुआ था।

[सं. एल-42012/36/91-आई. आर (डी यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 15th July, 2002

S.O. 2652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Seeds Corporation Ltd., and their workman, which was received by the Central Government on 15-7-2002.

[No. L-42012/36/91-IR(DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE SMT. N. J. SHELAT, INDUSTRIAL TRIBUNAL (CENTRAL) AHMEDABAD

Ref. (ITC) 20 of 1994.

The National Seeds Corporation Limited,  
Vijay Vilas,  
Near Central Bank of India,  
Dr. Radhakrishna Road,  
Ambawadi, Ahmedabad.

..First Party.

Versus

The workmen employed under it. ..Second Party.

In the matter of termination of Shri Mahesh K. Dave, from the service of National Seeds Corporation, Ahmedabad with effect from 4-9-1990.

## APPEARANCES :

Shri M. O. Joshi, learned advocate, for the first party.

Shri Azadsing Parihar, learned representative, for the second party.

## AWARD

The above-mentioned industrial dispute between National Seeds Corporation, Ahmedabad and the workmen employed under it has been referred for adjudication to the Industrial Tribunal, Ahmedabad by the Desk Officer, Government of India, Ministry of Labour, New Delhi's Order No. L-42012/36/91-IR(DC) dated 26-10-1994 under Section 10(1)(d) of the Industrial Disputes Act, 1947. Thereafter under an appropriate order it has been transferred to this Tribunal for proper adjudication. The dispute refers to the matter of termination of one Shri Mahesh K. Dave, from the service of first party i.e. National Seeds Corporation, Ahmedabad as is mentioned in the order of reference.

The exact terms of reference is as under :

"Whether the action of the management of National Seeds Corporation Ltd., Regional Office, Ahmedabad in terminating the services of Shri Mahesh K. Dave, w.e.f. 4-9-1990 is proper, legal and justified? not, to what relief the workmen concerned is entitled?"

2. The second party workman Shri Mahesh K. Dave has filed his statement of claim vide Ex. 6 inter alia praying that the termination order passed on 4-9-1990 is illegal and improper and therefore he should be reinstated on his original post with continuity of service and full back wages. The case of the second party workman is that he was working with the first party Corporation from 1-12-1984 in their Sha-ah-alam godown as a helper at Ahmedabad that his services were terminated w.e.f. 4-9-1990 and that he had worked for 240 days in each year. The second party workmen has further stated that he was working as a IVth class worker and doing all the miscellaneous duties, that he was not paid enough retrenchment compensation. Therefore also the order passed by the first party is bad in law, that he has tried to find another job, but he has not been able to get any job. The second party workman has filed 8 documents vide Ex. 9 in support of his case.

3. The first party Corporation has contested the present reference and filed their reply vide Ex. 10 inter alia denying various averments made by the second party workman and has stated that the present reference is not maintainable as it suffers from delay and latches and therefore on that ground alone the reference deserves to be rejected with cost.

That the service of the second party workman were terminated on 4-9-1990 and he had preferred a letter on before the High Court of Gujarat in 1994, that even the Special Civil Application which was preferred by the second party was after a period of 2 years, after the reference was refused to be made by the appropriate Government and therefore even the petition was suffering from delay and latches and therefore the reference deserves to be dismissed with

cost. It is submitted by the first party Corporation that they were having excess strength of Class IV staff and at the same time it was also decided to close down for Ahmedabad plant which was situated on Sha-ah-alam, that in view of the fact was that the plant at Ahmedabad was being closed down, the second party workman was offered alternative employment at Godhra plant on the same basis i.e. daily wage at Godhra, that however, the second party did not show his willingness to resume duty at Godhra Plant and, therefore his services were terminated in accordance with law by paying him Rs. 612.90 as one month's pay in lieu of notice and Rs. 612.90 as retrenchment compensation, for each completed year of continuous service of 240 days, prior to the discontinuation of service. The first party Corporation has further submitted that this was without prejudice to the contention, that he was not entitled to be paid any compensation or notice pay, as he was rendering his service as a daily wager. The first party Corporation has denied the fact stated by the second party workman in his statement of claim that he was engaged with effect from 1-12-1989 at Shah-ah-alam branch godown. The second party Corporation has further denied that the second party workman was working continuously from 1-12-1984 and that he had completed 240 days of continuous service in each year, that the reason for discontinuation of service of the second party workman was written in the order of discontinuation and they had aptly demonstrated by corroborating evidence in the form of discontinuation of functioning of the Ahmedabad plant itself, within a period of one year from the date of discontinuation of service of the second party, that the action of discontinuation of service of the second party, who was a daily wager, is perfectly legal, valid and the reference deserves to be rejected and that the second party is not entitled to any of the reliefs prayed for in the reference, much less reinstatement or back wages as claimed in the reference.

4. The first party Corporation has filed 9 documents in support of their case vide Ex. 11.

5. The second party workman Shri Maheshbhai K. Dave has examined himself vide Ex. 12 and has stated the same facts stated in the statement of claim Ex. 6.

Shri Maheshbhai Dave was cross-examined on 3-8-1999 and has submitted in his cross-examination that it is true that he was a casual worker and that when he was working there were no other workers working with the first party Corporation who were appointed after him. He has further stated in his cross-examination that he does not remember that the first party Corporation had directed him to go to Godhra. He has also stated in the cross-examination that he does not remember whether there was staff of more than 10 persons or not; that he does not know whether new persons have been taken up or not after he was relieved from his service.

5A. The second party workman has closed his evidence vide Ex. 25 on 25-8-1999.

6. The first party Corporation has examined one Shri Ranvirsinh Naransinh vide Ex. 27 on 15-2-2000. Shri Ranvirsinh Naransinh has stated on oath in his

chief-examination that he is working as a manager for the past 34 years with the first party Corporation; that he knows the second party workman Shri Maheshbhai Dave; that Maheshbhai Dave was working a daily-rated workman as a helper; that the concerned workman, was relieved from his service on 4-9-1990 as there was no work; that the concerned workman was paid retrenchment compensation as well as notice pay amounting to Rs. 1225.80 by cheque which was accepted by him; that he has further stated in his chief-examination that when the hearing took place before Shri Damor, Labour Commissioner (Central), the first party Corporation had offered the second party workman job at Godhra as a daily wage, but the second party workman has not accepted the said offer; that no other workman has been employed after second party workman was relieved from his service.

6A. Shri Azadsinh Parihar, learned representative has cross-examined Shri Ranvirsinh Narasinh and Shri Ranvirsinh has stated on oath in his cross-examination that Regional Manager has terminated the service of the second party workman, that he was working in the Regional Office; that they had informed the workman to go to Godhra, but the workman had not responded; he has further stated in his cross-examination that the second party workman was the junior-most. He has denied in his cross-examination that the concerned workman was working from 1984 to 1990. The first party Corporation has closed its evidence vide Ex. 28 on 8-3-2000.

7. The learned representative for the second party workman has produced his written arguments on 3-4-2000 inter alia stating the same facts stated in the statement of claim Ex. 6. The learned representative for the second party workman has filed a pursuis Ex. 30 on 4-9-2001 and has stated that he does not want to argue the matter orally.

8. Thereafter, the matter was adjourned from time to time. The learned advocate of the first party Corporation has argued that the workman was retrenched and all the ingredients of retrenchment are followed and there is no substance in the present reference and it should be rejected; that the second party workman has failed to prove that no new person was appointed in his place after his services were terminated. The second party workman was offered alternative employment at Godhra unit even though it was not obligatory upon the first party Corporation and in spite of that he has not accepted the said offer and therefore also present reference is required to be rejected.

9. I have gone through records and papers of the case and have considered arguments of both the parties and find that the first party Corporation has terminated the services of the second party workman by way of retrenchment on 4-9-1990 vide their letter dated 4-9-1990 which is produced at Annexure A to the statement of claim Ex. 6, in which it is clearly stated that :

“due to excess strength of the Class IV staff, it has been decided by the Management to dispense with the Junior most Casual Worker (DW Worker) enrolled in this office after 1-11-86 and since you are the

Junior most person in the C/W in this office, it is decided by the Management to dispense with your service immediately. Hence this notice of termination/Retrenchment terminating your services after office hours on 31-8-90 is given to you by the Management. The management has decided to give one month's salary in lieu of the one month's notice.

The Management has also decided to give you compensation for the services rendered by you from the last week of May, 1988 till the first week of May, 1990.

Hence, you are hereby given a cheque No. 441567 dated 4-9-90 in the sum of Rs. 1225.80 drawn on State Bank of India towards one month's wages in lieu of one month's notice period towards the payment of compensation for the above said period.”

10. It is crystal clear from the notice of termination/retrenchment dated 4-9-1990 that the services of the second party workman were dispensed with due to non-availability of work at their Shah-ah-alam Unit at Ahmedabad. The first party Corporation has fulfilled all the ingredients laid down under Section 25(F) of the Industrial Disputes Act, 1947. It is also found that the concerned workman was offered alternative employment at Godhra and it is clear from the documentary evidence produced by the first party vide Ex. 11/4 and 5. Ex. 11/4 and 5 are their letters dated 24-11-1990 and 24-1-1991 respectively written by the Regional Manager, Ahmedabad to the Assistant Labour Commissioner (Central). In both these letters, it is stated that services of Shri Maheshbhai K. Dave, D/W worker have been dispensed with on the basis of “last come first go”. It is further stated in the letter dated 24-11-1990 that “due to excess strength of Class IV staff, notice dt. 4-9-1990 was served to the labourer through our Area Manager, Shah-ah-alam Ahmedabad and a cheque amounting to Rs. 1225.80 (Rupees one thousand two hundred twenty-five and eighty paise only) drawn in State Bank of India, Ahmedabad vide cheque No. 441567 dated 4-9-1990 towards one month's wages in lieu of one month's notice period and towards payment of compensation for the period from May, 1988 to May, 1990”. In the letter dated 24-1-1991 addressed to the Assistant Labour Commissioner (Central), it is stated that they are ready to enrol Shri Maheshbhai K. Dave, D/W worker at their sub-Unit office at Godhra, where they are generating some work. From this correspondence, it is abundantly clear that the first party Corporation even tried to offer alternative employment to the second party workman, but second party workman has not chosen to accept the offer of alternative employment of the first party Corporation. Besides, the second party workman has failed to prove that a new person was appointed in his place, after his services were terminated. The second party workman has also failed to prove several other allegations made in his statement of claim Ex. 6. In any case, it is crystal clear from the records and papers and from the various documentary evidence produced before this Court and from the averments made in the deposition of both the parties that the second party workman was a casual worker working with the first party

Corporation and that his services were terminated by way of retrenchment after following all the ingredients laid down under Section 25F of the Industrial Disputes Act, 1947. In this view of the matter and under the facts and circumstances stated hereinabove, I pass following order.

### ORDER

The action of the management of National Seeds Corporation Limited, Regional Office, Ahmedabad, in terminating the services of Shri Mahesh K. Dave with effect from 4-9-1990 is proper, legal and justified. The workman Shri Mahesh K. Dave is not entitled to any relief. The reference stands rejected with no order as to cost.

Sd/-

Secretary,

Ahmedabad, Dt. 28-6-2002.

N. J. SHELAT, Presiding Officer

नई दिल्ली, 15 जुलाई, 2002

का.प्रा. 2653.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 85/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2002 को प्राप्त हुआ था।

[सं. एल-40011/30/2000-आई. आर. (डी. ए.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 15th July, 2002

S.O. 2653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2000) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 15-7-2002.

[No. L-40011/30/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI

Monday, the 24th June, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 85/2000

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section (2A)

of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri M. Dhamodaran and the Management of Senior Superintendent of Post Offices, Trichy Division.]

### BETWEEN

Sri M. Dhamodaran.

... I Party/Workman.

### AND

The Senior Superintendent of  
Post Offices, Trichy Division.

... II Party/Management.

### APPEARANCES :

For the Workman : M/s. S. Jothivani and R. Balaguruswamy, Advocates.

For the Management : Sri D. Nandakumar, Addl. SGC.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-40011/30/2000/IR(DU) dated 31-10-2000.

On receipt of order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 85/2000 and notices were sent to the parties to the dispute, with a direction to appear before this Tribunal on 5-12-2000 and to file their respective Claim Statement and Counter Statement to prosecute this case further. On receipt of notice from this Tribunal, the counsel on record on either side appeared along with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 28-5-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, and after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Senior Superintendent of Post Offices, Tiruchirapalli Division, Tiruchirapalli in terminating the services of Sri M. Dhamodaran from the post of EDDA/MC is justified? If not, to what relief the concerned workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri M. Dhamodaran (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner was employed as Extra Departmental Delivery Agent/Mail Carrier by the Sub-Divisional Inspector (Postal) Jayamkondacholapuram Sub-Division w.e.f. 24-3-99 to 26-3-2000. The Senior Superintendent of Post Offices, Trichy Division is the head



of the division and the Sub-Divisional Inspector (Postal), Jayamkondacholapuram Sub-Division appointed the Petitioner and at the time of the termination of the Petitioner, he was drawing a sum of Rs. 2127 per month towards pay and allowances. One Sri Pandarinathan, Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur was promoted as Group D postal stores depot, Trichy on 24-3-99. On promotion to the post of Group D, the said Sri Pandarinathan was relieved from service and in result and clear regular vacancy, the Petitioner was appointed on 24-3-99. Even though, the Petitioner was appointed by oral orders of the Sub-Divisional Inspector, Jayamkondacholapuram, the continuance of office by the Petitioner for nearly a year in a clear vacancy shows that the Petitioner was appointed on a regular basis, which appointment was ratified by the II Party/Management. The Petitioner is a qualified candidate to hold the post of Extra Departmental Delivery Agent in the II Party/Management and the Petitioner is having antecedents. Even during his service as Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur BO and Extra Departmental Delivery Agent/Mail Carrier, Devamangalam, the Petitioner rendered his duties to the entire satisfaction of his superiors without any blemish. For the reasons best known to the II Party/Management, the Sub-Divisional Inspector (Postal) Jayamkondacholapuram SO issued an order transferring one Sri R. Dhananjayan, who was working as Extra Departmental Delivery Agent/Mail Carrier, Devamangalam to the post in which the Petitioner was working w.e.f. 1-11-99 and in view of the circumstances, the Petitioner was relieved from the post of Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur on 31-10-99 AN. Consequent on the transfer of Sri R. Dhananjayan, the Petitioner was relieved from his services at Kodalikaruppur and transferred to Devamangalam as Extra Departmental Delivery Agent/Mail Carrier. The Petitioner was working as Extra Departmental Delivery Agent/Mail Carrier w.e.f. 1-11-99 without any break of any kind whatsoever. The Petitioner was relieved from the post of Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur BO on 31-10-99 AN and joined as Extra Departmental Delivery Agent/Mail Carrier, Devamangalam BO on 1-11-99 FN and as such there is no break in service of the Petitioner. The post of Extra Departmental Delivery Agent/Mail Carrier, Devamangalam BO is also a regular clear vacancy, since the regular holder has been transferred as Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur in which the Petitioner was working earlier. To the shock and surprise of the Petitioner, the Sub-Divisional Inspector (Postal), Jayamkondacholapuram SO terminated the Petitioner from service w.e.f. 26th March, 2000 without any rhyme or reason or without issuance of any orders. The Petitioner has not been served with any notice or order terminating him from service and the concerned employee has not been issued with any show cause notice or paid notice pay in lieu of notice. The Petitioner submits that the act of the II Party/Management is in violation of principles of natural justice and in violation of Section 25F of Industrial Disputes Act, 1947 and also in violation of Rule 6 of Extra Departmental Agents (Conduct and Service) Rules, 1964. As per the Extra Departmental Agents (Conduct and Service) Rules, the candidate who was working as Extra Departmental Delivery

Agent is entitled for one month notice or notice pay in lieu of notice, while issuing an order of termination. The non-compliance of the provisions of Act and Rules by the II Party/Management amounts to illegal, arbitrary and is liable to be quashed. The II Party/Management is engaged in unfair labour practice in appointing the candidates in a pick and choose manner, utilising their services as per their own will and terminate them for some undue benefits. The Petitioner filed a petition under Section 2A of the Industrial Disputes Act, 1947 before the Labour Enforcement Officer, Trichy for conciliation. On submission of failure of conciliation report by the Labour Enforcement Officer, the Government was pleased to refer this industrial dispute for adjudication by this Tribunal. Hence, it is prayed that this Hon'ble Tribunal may direct the II Party/Management to reinstate the Petitioner in service as Extra Departmental Delivery Agent/Mail Carrier in the II Party/Department by holding that the action of the II Party/Management in terminating the services of the Petitioner from the post of Extra Departmental Delivery Agent/Mail Carrier, Devamangalam is illegal and arbitrary.

3 The averments in the Counter Statement filed by the II Party/Management Senior Superintendent of Post Offices, Trichy Division (hereinafter refers to as Respondent) are briefly as follows :—

The Superintendent of Postal Stores Depot, Trichy called for willingness or otherwise from the E.D. Agents to work as Group D on officiating arrangement in his letter dated 16-3-99 on the specific condition that it is only a temporary arrangement and will not confer any right for regular absorption. In pursuance of the same one Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur offered his willingness and hence Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur was ordered to officiate as Group D in Postal Stores Depot, Trichy w.e.f. 24th March, 1999 and the said Sri K. Pandarinathan was not regularly promoted to Group D on 24-3-99, that he applied for leave for the post of Extra Departmental Delivery Agent Kodalikaruppur SO from 24-3-99 to 12-10-99 nominating the Petitioner Sri M. Dharmodaran as his substitute on his responsibility and on the conditions that the monthly allowance due to Sri K. Pandarinathan be paid to the Petitioner, his substitute. Sri K. Pandarinathan applied for leave in various spells on nine occasions. The leave applied for was granted and substitute nominated by Sri K. Pandarinathan was accepted on the clear understanding that the substitute would be discharged at any time without assigning any reason. The Petitioner worked in the leave vacancy only during the period from 24-3-99 to 12-10-99 in the place of Extra Departmental Delivery Agent, Kodalikaruppur. The post of Extra Departmental Delivery Agent, Kodalikaruppur became vacant only from 13-10-99 consequent on the promotion of Sri K. Pandarinathan as Group D, the Petitioner was allowed to continue in the same post from 13-10-99 to 31-10-99 and from 1-11-99 onwards. The said of Extra Departmental Delivery Agent, Kodalikaruppur was filled up by request transfer of another E.D. agent Sri R. Dhananjayan, who was working as EDMC/DP at Devamangalam BO. The said Sri R. Dhananjayan applied for leave from 1-11-99 to 30-11-99 and from 1-12-99 to 31-12-99 and he nominated the Petitioner as his leave substitute. The leave

applied for was granted and the nomination of the Petitioner as leave substitute was accepted on the clear understanding that the Petitioner would be discharged at any time without assigning any reason. Pending selection of a candidate for the post of EDMC/DP, Devamangalam on regular basis as per the departmental rules for recruitment, the Petitioner was permitted to work as EDMC/DP, Devamangalam by the Sub-Divisional Inspector, Jayamkondacholapuram on stop-gap arrangement from 1-1-2000 to 29-2-2000 and from 1-3-2000 to 31-3-2000 by memo dated 21-1-2000 and 21-3-2000, on a specific condition that the arrangement was purely temporary and would be terminated at any time without assigning any reason and the Petitioner cannot claim permanent appointment. After following the recruitment rules, one Sri Velumurugan was selected and appointed as EDMC/DP, Devamangalam w.e.f. 27-3-2000 and the Petitioner was relieved from the post on 26-3-2000. The Respondent is the Head of the Division and the Sub-Divisional Inspector, Jayamkondacholapuram is the appointing authority for the post of Extra Departmental Delivery Agent, Kodalikaruppur and EDMC/DP, Devamangalam. The Petitioner worked in leave vacancies of regular E.D. Agents and hence there was no employer employee relationship. He was drawing allowances of Rs. 1545 + D.A. as admissible. The Petitioner was not at all appointed on regular basis and hence the averment that the appointment was ratified by the II Party/Management is also denied. The Sub-Divisional Inspector (Postal), Jayamkondacholapuram who is the appointing authority has to follow the recruitment procedure by notifying the vacancy calling for applications and then select a meritorious candidate as per recruitment rules. Hence, the Petitioner cannot claim to hold the post of EDDA as a matter of right. Transfer from one ED post to another ED post is permissible only when the person is regularly appointed as E.D. Agent, inasmuch as, the Petitioner was not at all appointed as a Extra Departmental Delivery Agent, Kodalikaruppur, the question of his transfer as EDMC/DP, Devamangalam did not arise. Sri R. Dhananjayan applied for leave from 1-11-99 to 31-12-99 nominating the Petitioner as his leave substitute. Since the Petitioner worked as a leave substitute at Kodalikaruppur and later on at Devamangalam, the question of break in service does not arise. The Sub-Divisional Inspector (Postal), Jayamkondacholapuram notified the vacancy for the post of EDMC/DP, Devamangalam to the Employment Exchange, Perambalur on 5-2-2000 and called for nomination. Simultaneously, the vacancy was also notified locally and also the wait listed candidates addressed to submit application for the post of EDMC/DP, Devamangalam. The Petitioner is one among the 40 candidates, who applied for the post. The Sub-Divisional Inspector (Postal), Jayamkondacholapuram selected one Sri R. Velumurugan, a candidate who responded to local notification and appointed him w.e.f. 27-3-2000 relieving the Petitioner. Hence, the averment that the Petitioner was discharged on 27-3-2000 without any rhyme or reason is therefore not correct. The Petitioner was never appointed as ED agent and hence issue of notice or order of termination prior to his discharge does not arise. The Petitioner was permitted to work on stop gap arrangement only from 1-1-2000 to 26-3-2000 on the condition that the arrangement was purely temporary and would

be terminated at any time without assigning any reason and the Petitioner cannot claim permanent appointment to the post. Since the Petitioner was never appointed as regular ED agent, the provisions of Rule 6 of P&F ED agents (Conduct and Service) Rules, 1964 regarding issue of termination notice or payment of one month allowance in lieu of notice is not applicable in this case. The discharge of the Petitioner on 26th March, 2000 is therefore, neither illegal nor arbitrary. The Respondent is engaged in unfair labour practice in appointing candidates in a pick and choose manner is denied. The services of the Petitioner were not discharged for misconduct but as per the terms and conditions under which his nomination as leave substitute was accepted. The Respondent is the Head of Division and the question of affording opportunities to the Petitioner does not arise in his case, since the Petitioner was never appointed as Extra Departmental Delivery Agent, Kodalikaruppur or EDMC/DP, Devamangalam. The regular E.D. Agent has to provide his own substitute, if he is ordered to officiate against a departmental post of vacancy of shorter duration. As per the said provisions of the rules, Sri K. Pandarinathan proceeded on leave nominating the Petitioner as his leave substitute for the post of Extra Departmental Delivery Agent, Kodalikaruppur. The above arrangement is permissible as per the said departmental rules and hence the question of one person holding two posts does not arise. When Sri R. Dhananjayan was transferred as Extra Departmental Delivery Agent, Kodalikaruppur he applied for leave from 1-11-99 to 30-11-99 and from 1-12-99 to 31-12-99 nominating the Petitioner as his leave substitute. The Petitioner has signed the leave application as his leave substitute and as such he cannot now claim that it is not a leave vacancy. The Petitioner is not at all entitled for reinstatement in the Respondent/Management. Therefore, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the petition with cost.

4. When the matter came up for enquiry finally, no one has been examined on either side as a witness. No Document has been exhibited on the side of the I Party/Workman. With the consent of the counsel on either side, documents filed on the side of II Party/Management have been marked as Exs. M1 to M28. The learned counsel on either side have advanced their respective arguments.

5. The Point for my consideration is—

“Whether the action of the management of Senior Superintendent of Post Offices, Tiruchirapalli Division, Tiruchirapalli in terminating the services of Sri M. Dhamodaran from the post of EDDA/MC is justified? If not, to what relief the concerned workman is entitled?”

POINT :—

It is the case of the Petitioner/Workman Sri M. Dhamodaran that he was employed as Extra Departmental Delivery Agent/Mail Carrier by the Sub-Divisional Inspector (Postal), Jayamkondacholapuram Sub-Division w.e.f. 24-3-99 to 26-3-2000 and that on promotion to the post of Group D one Sri K. Pandarinathan, Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur BO was relieved resulting in a

clear regular vacancy of that post, wherein the Petitioner/Workman was appointed on 24-3-99 by oral orders of the Sub-Divisional Inspector (P), Jayamkondacholapuram, and the fact that the Petitioner/Workman was allowed to continue in that post for nearly a year shows that he was appointed on a regular basis which was ratified by the Senior Superintendent of Post Offices, Trichy Division and that consequent to the transfer of one Sri R. Dhananjayan, who was working as Extra Departmental Delivery Agent/Mail Carrier Devamangalam, to the post in which the Petitioner was working w.e.f. 1-11-99. The Petitioner/Workman was relieved from the post of Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur on 31-10-99 AN. It is his further contention that after he was relieved from the post of Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur on 31-10-99 AN, he was transferred to Devamangalam BO as Extra Departmental Delivery Agent/Mail Carrier and he was working so w.e.f. 1-11-1999 without any break of any kind and that all of a sudden the Sub-Divisional Inspector (Postal), Jayamkondacholapuram SO terminated his service w.e.f. 26-3-2000 without any rhyme or reason or without issuance of any orders and that he has not been issued with show cause notice or paid notice pay in lieu of notice, which is in violation of principles of natural justice and in violation of Section 25F of Industrial Disputes Act, 1947 and in violation of Rule 6 of E.D. Agents (Conduct and Service) Rules, 1964.

6. It is the contention of the Respondent/Management that the Superintendent of Postal Stores Depot, Trichy called for willingness or otherwise from the E.D. Agents to work as Group D on officiating arrangement by his letter dated 16-3-99 on the specific condition that this is only a temporary arrangement and will not confer any right for regular absorption and that Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur had offered his willingness and hence Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur was ordered to officiate as Group D in Postal Stores Depot, Trichy w.e.f. 24th March, 1999 and the said Sri K. Pandarinathan was not regularly promoted to Group D on 24-3-99, and that he applied for leave for the post of Extra Departmental Delivery Agent, Kodalikaruppur SO from 24-3-99 to 12-10-99 nominating the Petitioner Sri M. Dhamodaran as his substitute on his responsibility and on the conditions that the monthly allowance due to Sri K. Pandarinathan be paid to the Petitioner, his substitute. It is the further contention by the Respondent that the leave applied for Sri K. Pandarinathan in various spells was granted and the substitute nominated by Sri K. Pandarinathan was accepted on the clear understanding that the substitute would be discharged at any time without assigning any reason and that under such circumstances, the Petitioner worked in a leave vacancy only during the period 24-3-99 to 12-10-99 in the place of Extra Departmental Delivery Agent, Kodalikaruppur. It is further contended that from 13-10-99 consequent on the promotion of Sri K. Pandarinathan as Group D, the Petitioner was allowed to continue in the same post from 13-10-99 to 31-10-99 and from 1-11-99 onwards, the said of Extra Departmental Delivery Agent, Kodalikaruppur was filled up by request transfer of another E.D. Agent Sri R. Dhananjayan, who was

working as EDMC/DP at Devamangalam BO and the said Sri R. Dhananjayan applied for leave from 1-11-99 to 30-11-99 and from 1-12-99 to 31-12-99 and he nominated the Petitioner as his leave substitute and the leave applied for was granted and the nomination of the Petitioner as leave substitute was accepted on the clear understanding that the Petitioner would be discharged at any time without assigning any reason. It is further contended by the Respondent/Management that pending selection of a candidate for the post of EDMC/DP, Devamangalam on regular basis as per the departmental rules for recruitment, the Petitioner was permitted to work in that post on stop gap arrangement on a specific condition that the arrangement was purely temporary and would be terminated at any time without assigning any reason and the Petitioner cannot claim permanent appointment and that after following the recruitment rules, one Sri Velumurugan was selected and appointed as EDMC/DP, Devamangalam w.e.f. 27-3-2000 and the Petitioner was relieved from the post on 26-3-2000. It is further contended that the 1 Party/Petitioner worked in leave vacancies of regular E.D. Agents and hence there was no employer employee relationship. All these facts averred in the Counter Statement of the Respondent/Management has not been disputed by the Petitioner/Workman by filing any reply statement or letting any oral or documentary evidence. On the other hand, the documents filed on the side of the Respondent/Management which were marked by consent of the counsel for the Petitioner/Workman clearly shows that what that has been mentioned in respect of the facts of this case in the Counter Statement of the Respondent/Management are true and correct. Ex. M1 is the xerox copy of the letter dated 16-3-99 of the Superintendent of Postal Stores Depot, Trichy. By this communication, it was intimated Sri K. Pandarinathan, EDP, Kodalikaruppur along with two others to reply about his willingness or otherwise to work in the vacant Group D post of PSD, Trichy with the specific instruction that it is only a temporary arrangement and will not confer any right on him for regular absorption. In response to that letter, it is contended by the Respondent/Management that the said Sri K. Pandarinathan had given a letter informing the department about his willingness to work as Group D at PSD. This has not been denied or disputed by the Petitioner/Workman. Then the said Sri K. Pandarinathan had given leave applications for the period from 24-3-99 to 12-10-99 nine in numbers. Xerox copies of same is Ex. M2 (Series). In those leave applications, he has mentioned the name of the Petitioner as his leave substitute and both the Petitioner as well as Sri K. Pandarinathan have subscribed their signatures in all those leave applications. From this it is seen that the Petitioner Sri M. Dhamodaran was working only as a leave substitute from 24-3-99 to 12-10-99 as an Extra Departmental Delivery Agent, Kodalikaruppur. The Respondent has filed three documents as particulars of LWA granted to ED Agents of Jayamkondacholapuram Sub-Division during the months of March, April and May. Xerox copies of those three documents are Exs. M3, M4 and M5 respectively. In all these documents for the period applied for as leave by the Extra Departmental Delivery Agent, Kodalikaruppur Sri K. Pandarinathan, the Petitioner has been accepted as his substitute. Ex. M6 is the xerox copy of the document dated 1-6-1999 sent by Sub-Divisional Inspector (Postal), Jayamkondacholapuram

to the Senior Superintendent of Post Offices, Trichy, putting that E.D. Packer, Kodalikaruppur SO Sri K. Pandarinathan has applied for leave from 1-6-99 to 30-6-99, which exceeds 90 days of leave at a stretch and hence his leave application has been referred for sanction. The Senior Superintendent of Post Offices, Trichy Division has sent an order dated 6-1-99 permitting the Extra Departmental Delivery Agent to proceed on extension of LWA for the period 1-6-99 to 30-6-99 and the appointment of his substitute is approved on the clear understanding that the substitute may be discharged by the appointing authority at any time without assigning any reason. The xerox copy of the order is Ex. M7. Ex. M8 is the xerox copy of the letter dated 20-8-99 sent by Sub-Divisional Inspector (Postal), Jayamkondacholapuram to the Senior Superintendent of Post Offices, Trichy Division for grant of LWA to Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur SO for the period from 1-7-99 to 31-7-99. Ex. M9 is the xerox copy of the order passed by the Senior Superintendent of Post Offices, Trichy Division permitting the extension of LWA for the period from 1-7-99 to 31-7-99, approving the appointment of substitute, the Petitioner herein. Exs. M10 to M16 are similar letters and orders between the Sub-Divisional Inspector (Postal), Jayamkondacholapuram and Senior Superintendent of Post Offices, Trichy Division. Ex. M17 is the xerox copy of the letter dated 1-10-2000 sent by Superintendent of Postal Stores Department, Trichy, wherein it is stated that from 25-3-99 to 12-10-99 Sri K. Pandarinathan formerly E.D. Packer, Kodalikaruppur was ordered to work as Group D (NFC) Chewkidhar on temporary arrangement. Ex. M18 is the xerox copy of the letter dated 25-11-99 issued by Sub-Divisional Inspector (Postal), Jayamkondacholapuram Sub-Division as an order stating that the post of Extra Departmental Delivery Agent, Kodalikaruppur SO has become vacant and Sri M. Dhamodaran is permitted to work in the said post from 13-10-99 to 31-10-99 on the arrangement that it is purely temporary and will be terminated at any time without assigning any reason and he cannot claim permanent appointment to that post. Ex. M19 is the xerox copy of the order dated 8-10-99 issued by Senior Superintendent of Post Offices, Trichy Division stating that Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur is one among the 11 persons who have been selected for the vacancy of Group D post in the year 1999 and has been given allotment as Group D in Trichy (East). Ex. M20 is the xerox copy of the order dated 12-10-99 issued by Sub-Divisional Inspector (Postal), Jayamkondacholapuram relieving Sri K. Pandarinathan, Extra Departmental Delivery Agent, Kodalikaruppur SO for his promotion to the cadre of Group D on the afternoon of 12-10-99. Ex. M21 is the xerox copy of the request for transfer given by one Sri R. Dhananjayan, EDMC/DP, Devamangalam to the vacancy at Kodalikaruppur. Ex. M22 is the xerox copy of the order passed by Sub-Divisional Inspector (Postal), Jayamkondacholapuram dated 27-10-99 transferring Sri R. Dhananjayan, EDMC/DP, Devamangalam BO to Kodalikaruppur as Extra Departmental Delivery Agent, Kodalikaruppur, vice Sri K. Pandarinathan promoted to the cadre of Group D w.e.f. 13-10-99. Ex. M23 is the xerox copy of the leave application given by Sri R. Dhananjayan appointing the Petitioner as his leave substitute for the period 1-11-99 to 30-11-99. Ex. M25 is the xerox

copy of the leave application submitted by Sri R. Dhananjayan, EDMC/DP, Devamangalam appointing the Petitioner as his leave substitute. Ex. M24 is the list of ED agents granted LWA in Jayamkondacholapuram Sub-Division during the month of November, 1999 and under serial number 26 the Petitioner has been shown as name of the substitute worked as leave substitute for Sri R. Dhananjayan in the post of EDMC/DP, Devamangalam. The arrangement made by Sri R. Dhananjayan for the Petitioner to work as leave substitute for the period 1-12-99 to 31-12-99 for the post of EDMC/DP, Devamangalam has been approved by the Sub-Divisional Inspector (Postal), Jayamkondacholapuram. The xerox copy of that order dated 17-12-99 is Ex. M26. Ex. M27 is the xerox copy of the order dated 21-1-2000 issued by Sub-Divisional Inspector (Postal), Jayamkondacholapuram Sub-Division permitting the Petitioner to work in the post of EDMC/DP, Devamangalam for two months from 1-1-2000 to 29-2-2000 on a purely temporary arrangement and will be terminated at any time without assigning any reason and he cannot claim permanent appointment to that post. Another order has been passed by the same officer dated 21-3-2000. The xerox copy of the same is Ex. M28. It is for the period from 1-3-2000 to 31-3-2000. All these documents have not been disputed by the Petitioner/Workman Sri M. Dhamodaran.

7. The learned counsel for the Petitioner would argue that on promotion of the incumbent Sri K. Pandarinathan as a Group D, the post of Extra Departmental Delivery Agent at Kodalikaruppur became vacant and the Petitioner Sri M. Dhamodaran was permitted to work in that vacancy from 24-3-99 and he was working continuously in that post till Sri K. Pandarinathan was promoted. The records filed on the side of the Respondent clearly shows that from 24-3-99 till 12-10-99, the Petitioner was permitted to work in the leave vacancy of Sri K. Pandarinathan as Extra Departmental Delivery Agent, Kodalikaruppur, as the substitute sponsored by Sri K. Pandarinathan. Therefore, the averment of the Petitioner in his Claim Statement that he was employed as Extra Departmental Delivery Agent/Mail Carrier by Sub-Divisional Inspector (Postal), Jayamkondacholapuram and the Respondent Senior Superintendent of Post Offices, Trichy Division appointed him are all incorrect. In the Claim Statement the Petitioner has not stated that he worked as Extra Departmental Delivery Agent/Mail Carrier, Kodalikaruppur BO as a leave substitute of Sri K. Pandarinathan. Further, it is seen from the records filed as exhibits on the side of the Respondent/Management that Sri R. Dhananjayan, EDMC/DP, Devamangalam BO has been transferred as Extra Departmental Delivery Agent, Kodalikaruppur SO in the vacancy caused due to the promotion of Sri K. Pandarinathan of that post to the cadre of Grade D in the department. That is in pursuance of his written application given to the department. It is also seen from the records filed as exhibits on the side of the Respondent/Management that on transfer of Sri R. Dhananjayan from Devamangalam to Kodalikaruppur he applied for leave for the post of EDMC/DP, Devamangalam for the period from 1-12-99 to 31-12-99, mentioning the Petitioner as his leave substitute and later under Ex. M27, the Petitioner Sri M. Dhamodaran was permitted to work in the post of EDMC/DA, Devamangalam BO for two months from

1st January, 2000 to 29th February, 2000 as purely a temporary arrangement and he will be terminated at any time without assigning any reason and he cannot claim any permanent appointment to that post. Like that, he was permitted to work for the further period of one month from 1-3-2000 to 31-3-2000 under Ex. M28. But, in the meantime, an interview was held to select a person to post in the vacancy in the post of Extra Departmental Delivery Agent, Kodalikiruppur and one Mr. Velmurugan has been selected for that post. For that interview, the Petitioner also has applied for and attended the interview. Since he did not pass SSLC in single attempt and he has got lower mark than Mr. R. Velmurugan, the Petitioner was not considered to be meritorious when compared to so many other candidates. In pursuance of the selection of Mr. Velmurugan, he was directed to join the post immediately by an order dated 24-3-2000 given by Sub-Divisional Inspector (Postal), Jayamkondacholapuram Sub-Division. Accordingly, the said Velmurugan had joined that post of EDMC/DP, Devamangalam on 27-3-2000 and the Petitioner who was permitted to be there in that post under Ex. M28 was relieved on 27-3-2000. All these things have been clearly pleaded in the Counter Statement of the Respondent/Management itself. These facts have been substantiated by the documents filed on the side of the Respondent as exhibits. From all these documents, it is clearly seen that the Petitioner was permitted to work as Extra Departmental Delivery Agent as a leave substitute and subsequently permitted to work purely on a temporary arrangement, till a candidate has been selected for regular appointment to the post of EDMC/DA, Devamangalam and even in that order itself, the Petitioner was clearly informed that it is only a temporary arrangement and he will be terminated at any time, without assigning any reason and he cannot claim permanent appointment to that post. So under such circumstances, the contention of the Petitioner that the act of the Respondent in terminating the Petitioner from service without any rhyme or reason or without issuance of any orders without serving any show cause notice or notice pay is in violation of principles of natural justice and in violation of Section 25F of Industrial Disputes Act, 1947 and in violation of Rule 6 of E.D. Agents (Conduct and Service) Rules, 1964 are all incorrect and that he is entitled for notice of termination or notice pay in lieu of notice, since he had put in 240 days of continuous service in one year period is incorrect. As contended by the Respondent in their Counter Statement and as it is seen from the exhibits filed on the side of the Respondent/Management, the Petitioner was permitted to work first as a leave substitute, then on stop-gap arrangement on the condition that it was purely temporary and would be terminated at any time without assigning any reason. Under such circumstances, it is seen that the Petitioner was never appointed as E.D. agent by the Respondent/Department and hence, he cannot claim permanent appointment to that post. The learned counsel for the Respondent has relied upon a judgement of the High Court of Madras in W.P. No. 9356/97 and would contend that in view of the judgement the persons engaged in leave vacancies as leave substitutes cannot claim any protection in law, when especially they are not engaged according to the recruitment rules. In the cited case, the Hon'ble High Court of Madras has observed that "as it is held by the

Apex Court, in a case between State of Himachal Pradesh Vs. Suresh Kumar Verma, 1996 (7) SCC 562, "when the vacancies are required to be filled up in accordance with the rules and all the candidates who would otherwise be eligible are entitled to apply for when recruitment is made and seek consideration of their claims on merit according to the rules for direct recruitment along with all the eligible candidates, the appointment on daily wages cannot be a conduit pipe for regular appointments, which would also amount to be a backdoor entry detrimental to the efficiency of service and would breed seeds of nepotism and corruption. Recruitment according to rules is a precondition for valid appointment and persons like the Petitioner who are required to perform work of transitory and urgent nature as against leave vacancies of persons who themselves are Extra Departmental candidates only so long as temporary vacancies for short period itself arises and that too were engaged by those persons who availed of such leave etc. cannot claim any protection in law". This decision of the High Court of Madras is squarely applicable to the facts of this case. Hence, the present Petitioner also cannot claim any protection in law and also cannot claim any right to be absorbed as a permanent employee of the Respondent/Department.

8. The learned counsel for the Petitioner would contend that considering the service that has been put in by the Petitioner in the Respondent/Department, the Respondent/Management may be directed to include the name of the Petitioner in the dovetailed list and there is no time limit for including the names of persons like Petitioner in the dovetailed list for considering their names as and when a permanent vacancy arises in such posts. For this contention of the learned counsel for the Petitioner, the decision of the Madras High Court in the above mentioned case is squarely applicable. While dealing with the maintaining of dovetailed list in the Respondent/Department, as per the earlier decisions of the Central Administrative Tribunal in similar cases, the High Court has clearly observed that "they are in entire agreement with a view taken by the Tribunal that the decision taken in O.A. No. 811/1988 to show some indulgence was by way of a one time measure and that there is no scope to further modify or alter the cut off date as held by yet another decision of the Tribunal dated 17-8-1993 in O.A. No. 1296/1991. The Hon'ble High Court has further observed in the decision that "perpetuating such leniency every time, when casuals are engaged in leave vacancy etc. in abuse of the process of recruitment procedure would in our view, amount to allowing a premium over violation of the rules and regulations fixed for recruitment and consideration based on compassion or sympathy cannot be pressed into aid to such an extent as to make appointments and recruitments thereto governed by rules a mockery". All these observations made by the Hon'ble High Court of Madras in the cited case is squarely applicable to this case also. Under such circumstances, the plea of the learned counsel for the Petitioner/Workman for a direction to the Respondent Department to include the name of the Petitioner in the dovetailed list cannot be accepted as correct. Under such circumstances, it can be easily concluded that the action of the management of Senior Superintendent of Post Offices, Trichy Division, Tiruchirappalli in terminating

the services of Sri M. Dhamodaran from the post of Extra Departmental Delivery Agent/Mail Carrier is justified. Hence, the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the concerned workman Sri M. Dhamodaran is not entitled to any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th June, 2002.)

**K. KARTHIKEYAN, Presiding Officer**

**Witnesses Examined :**

**On either side : None**

**Documents Marked :**

**For the I Party/Workman : Nil**

**For the II Party/Management :**

**Ex. No. Date Description**

- |    |          |   |
|----|----------|---|
| M1 | 16-03-99 | Xerox copy of the letter from the Superintendent of Post Offices, Trichy Division to S/Sri K. Pandarinathan, J.L. Narayanan and B. Arochiaraj, with regard to filling up of Group D Post on substitute arrangement. |
| M2 | Nil      | Xerox copy of the nine leave applications of Sri Pandarinathan for the period from 24-3-99 to 12-10-99.   |
| M3 | 31-03-99 | Xerox copy of the statement showing particulars of L.W.A. Granted to EDAs of JC Puram Sub-Division for March, 1999.   |
| M4 | 20-04-99 | Xerox copy of the statement showing particulars of LWA Granted to EDAs of JC Puram Sub-Division for April, 1999.  |
| M5 | 21-05-99 | Xerox copy of the statement showing particulars of LWA Granted to EDAs of Jayamkondacholapuram.   |
| M6 | 01-06-99 | Xerox copy of the letter from Sub-Divisional Inspector, Jayamkondacholapuram to Senior Superintendent of Post Offices, Trichy Division with regard to grant of LWA to Sri K. Pandarinathan, Kodaikaruppur S.O.      |
| M7 | 06-07-99 | Xerox copy of the memo issued by Senior Superintendent of Post Trichy Division permitting the ED agents to proceed on extension of LWA.   |

- |     |          |  |
|-----|----------|--|
| M8  | 20-08-99 | Xerox copy of the letter from Sub-Divisional Inspector, to the Senior Superintendent of Post Offices, Trichy with regard to grant of LWA to Sri K. Pandarinathan, Kodaikaruppur S.O.                           |
| M9  | Nil      | Xerox copy of the memo issued by Senior Superintendent of Post Offices, Trichy Division permitting the ED agent to proceed on extension of LWA.  |
| M10 | 03-08-99 | Xerox copy of the letter from Sub-Divisional Inspector, Jayamkondacholapuram to Senior Superintendent of Post Offices, Trichy Division with regard to grant of LWA to Sri K. Pandarinathan, Kodaikaruppur S.O. |
| M11 | 24-09-99 | Xerox copy of the memo issued by Senior Superintendent of Post Offices, Trichy Division permitting the ED agents to proceed on extension of LWA.   |
| M12 | 09-10-99 | Xerox copy of the letter from Sub-Divisional Inspector, Jayamkondacholapuram to Senior Superintendent of Post Offices, Trichy Division with regard to grant of LWA to Sri K. Pandarinathan, Kodaikaruppur S.O. |
| M13 | 14-10-99 | Xerox copy of the memo issued by Senior Superintendent of Post Office, Trichy Division permitting the ED agents to draw allowances for 1999 (1st half year),   |
| M14 | 14-10-99 | Xerox copy of the memo issued by Senior Superintendent of Post Offices, Trichy Division permitting the ED agents to proceed on extension of LWA.   |
| M15 | 07-12-99 | Xerox copy of the letter from Sub-Divisional Inspector, Jayamkondacholapuram to Senior Superintendent of Post Offices, Trichy Division with regard to grant of LWA to Sri K. Pandarinathan, Kodaikaruppur S.O. |
| M16 | 13-12-99 | Xerox copy of the memo issued by Senior Superintendent of Post Offices, Trichy Division permitting the ED agents to proceed on extension of LWA.   |

- M17 01-10-2000 Xerox copy of the order of Senior Superintendent of Post Offices, Trichy Division to Sri K. Pandarathan to Work as Group D (NTC) Chowkidar on temporary Arrangement.
- M18 25-11-99 Xerox copy of the order of the Sub Divisional Inspector, Jayamkondacholapuram permitting the Petitioner to work as Extra Departmental Delivery Agent, Kodalikkuruppur on temporary basis.
- M19 03-10-99 Xerox copy of the order of Senior Superintendent of Post Offices, Trichy Division appointing E.D. Agents As Group D.
- M20 12-10-99 Xerox copy of the relieving order of the Petitioner issued by Sub Divisional Inspector, Jayamkondacholapuram.
- M21 09-09-99 Xerox copy of the letter of Sri R. Dhananjayan to Sub Divisional Inspector, Jayamkondacholapuram with Regard to his transfer from Devamangalam to Kodalikkuruppur.
- M22 27-10-99 Xerox copy of the order of transfer issued by Sub Divisional Inspector, Jayamkondacholapuram To Sri R. Dhananjayan.
- M23 Nil Xerox copy of the leave application of Sri R. Dhananjayan from 1-11-99 to 30-11-99.
- M24 24-04-99 Xerox copy of the statement showing list of ED agents Granted LWA in Jayamkondacholapuram for Nov. 99.
- M25 Nil Xerox copy of the leave application of Sri R. Dhananjayan for the period 1-12-99 to 31-12-99.
- M26 17-12-99 Xerox copy of the letter of Sub Divisional Inspector, Jayamkondacholapuram to the Postmaster, Lalgudi. With regard to arrangement for the post of EDMC/DP Devamangalam A/W. Kodalikkuruppur.
- M27 21-01-2000 Xerox copy of the order issued by the Sub Divisional Inspector, Jayamkondacholapuram Permitting the Petitioner to work from 01-1-2000 to 29-2-2000 as EDMC on temporary basis.

- M28 21-03-2000 Xerox copy of the order of Sub Divisional Inspector Jayamkondacholapuram Permitting the Petitioner to work From 01-03-2000 to 31-03-2000 as EDMC on temporary basis.

नई दिल्ली, 15 जुलाई, 2002

का. प्रा. 2654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पचाट (संदर्भ संख्या 223/2001), को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2002 को प्राप्त हुआ था।

[सं. एल-40012/91/99-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 15th July, 2002

S.O. 2654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 223/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 15-7-2002.

[No. L-40012/91/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

PRESENT :

K. KARTHIKEYAN, Presiding Officer.

Industrial Dispute No. 223/2001

(Tamil Nadu State Industrial Tribunal I.D..

No. 226/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri M. Sekar and the management of the General Manager, Telecommunications, Kancheepuram Dist. Chennai.)

#### BETWEEN

Sri M. Sekar : I Party/Workman.

AND

1. The General Manager. : II Party/Management.

Telecommunications,

Kancheepuram Dist., Chennai.



**APPEARANCE :**

For the Workman : M/s. M. Gnanasekar, C. Premavathi and G. Manjula, Advocates.

For the Management : Sri R. Kannappan, Addl. CGSC.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/91/99/IR(DU) dated 27-8-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 226/99. When the matter came up for enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of the case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 223/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 8-2-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

With the matter came up before me for final hearing on 1-4-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

**AWARD**

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the Demand of the workman Shri M. Sekar for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, he is entitled?”

2. The facts of the industrial dispute as pleaded by the I Party/Workman are briefly as follows :—

The I Party/Workman Sh. M. Sekar (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) on 1-12-1984 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 1396 number of

days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 15-6-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 15-6-1995 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 15-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 1-12-1984 and his contention about continuous working with the Respondent/Department for a period of 1396 number of days of service and the alleged termination of the Petitioner from service on 15-6-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging drawing out wires, laying posts and for other casual works on daily rated wages basis during 1995 for a period of 122 days only. The department used to engage the Petitioner as and when there was work. Since there was no work, he was not further engaged. Hence, the question of



appointment, termination and continuous service does not arise. The work done by the petitioner was purely casual in nature and not perennial. The Respondent has never informed the petitioner that the respondent/telecom department to take the petitioner back in service. In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the schemes are :—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 1-10-89.
3. He should have put in 240 days continuous service in any one of the preceding years prior to 1-10-1989; and
4. There should not be a break for a period of more than one year.

The petitioner was directed to furnish the service particulars to grant temporary status and the petitioner also furnished the service particulars. Since the petitioner did not fulfil all the aforesaid mandatory conditions he could not be granted TSM status. The service particulars submitted by the Petitioner were scrutinized and found to be bogus. The petitioner had produced false service certificates with a view to get the benefits like regularisation etc. from the department. So, the department did not consider the claim of the Petitioner. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workman like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001, has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management the Xerox copy of the service

certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

#### 5. The Point for my consideration is—

"Whether the Demand of the workman Shri M. Sekar for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, he is entitled?"

#### Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these Petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Exs. W1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross-examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross-examination that they have not mentioned all these things in their Claim Statements. They have not mentioned so in their Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence,

that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificate. They further say in the cross-examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year, 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appoint them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecommunication Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the Respondent/Management has been clearly given. It is their further contention that, service certificates relied upon by the Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the

department and they were created by the Petitioner themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the official of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence, evidence through Ex. M2 to M75 original muster rolls in the cross examination of WW1 and WW2 and through the common evidence of MW1 it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates that their names have not been available in the original muster rolls, maintained by the Telecom Deptt. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The official in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the Petitioners that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are

not true particulars but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labour, by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1985 to 1995. Further it is seen from the evidence available that the petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned official in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, they Petitioner would no have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management in regular course did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Denartment as a Casual Labour for a continuous period of 240 days preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual

mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

#### Common Witnesses Examined :

##### For the I Party/Workmen :

W.W.1 Sh. K. Umamathy (Petitioner in I.D. 156/2001).

W.W.2 Sh. K. Mohan (Petitioner in I.D. 262/2001).

##### For the II Party/Management :

M.W.1 Sh. P. Chandrasekar [ DE (Legal & Commercial) ] Examined in I.D. No. 11/2001 and has taken as Common evidence in this case.

#### Common Documents Marked :

##### For the I Party/Workmen :

W1 Series (7) Original service certificates issued in favour of Petitioners.

W2 Original Service Note Book.

W3 Series (7) Xerox copy of the service certificates issued in favour of Petitioners.

##### For the II Party/Management :

M1 Xerox copy of the service certificate issued in favour of Petitioners.

M2 Xerox copy of M.R. No. 05850.

M3 Xerox copy of M.R. No. 05851.

M4 Xerox copy of M.R. No. 07188.

M5 Xerox copy of M.R. No. 07193.

M6 Xerox copy of M.R. No. 19/04693.

M7 Xerox copy of M.R. No. 18/04693.

M8 Xerox copy of M.R. No. 3/06114.

M9 Xerox copy of M.R. No. 9/06114.

M10 Xerox copy of M.R. No. 18/06114.

M11 Xerox copy of M.R. No. 6/06115.

M12 Xerox copy of M.R. No. 5/06115.

M13 Xerox copy of M.R. No. 18/06115.

M14 Xerox copy of M.R. No. 1/08511.

M15 Xerox copy of M.R. No. 19/07289.  
M16 Xerox copy of M.R. No. 7/4427.  
M17 Xerox copy of M.R. No. 4/4431.  
M18 Xerox copy of M.R. No. 13/15948.  
M19 Xerox copy of M.R. No. 15/36117.  
M20 Xerox copy of M.R. No. 21/06119.  
M21 Xerox copy of M.R. No. 13/08512.  
M22 Xerox copy of M(R. No. 23/08512.  
M23 Xerox copy of M.R. No. 10/08513.  
M24 Xerox copy of M.R. No. 11/08514.  
M25 Xerox copy of M.R. No. 15/20861.  
M26 Xerox copy of M.R. No. 18/20861.  
M27 Xerox copy of M.R. No. 12/20862.  
M28 Xerox copy of M.R. No. 11/20863.  
M29 Xerox copy of M.R. No. 03/20867.  
M30 Xerox copy of M.R. No. 02/20868.  
M31 Xerox copy of M.R. No. 13/20863.  
M32 Xerox copy of M.R. No. 12/20869.  
M33 Xerox copy of M.R. No. 23/20869.  
M34 Xerox copy of M.R. No. 20/04631.  
M35 Xerox copy of M.R. No. 24/2.  
M36 Xerox copy of M.R. No. 12/4.  
M37 Xerox copy of M.R. No. 14/4.  
M38 Xerox copy of M.R. No. 4/5.  
M39 Xerox copy of M.R. No. 7/5.  
M40 Xerox copy of M.R. No. 10/5.  
M41 Xerox copy of M.R. No. 11/5.  
M42 Xerox copy of M.R. No. 17/5.  
M43 Xerox copy of M.R. No. 22/5.  
M44 Xerox copy of M.R. No. 4/59.  
M45 Xerox copy of M.R. No. 04978.  
M46 Xerox copy of M.R. No. 8/06216.  
M47 Xerox copy of M.R. No. 07188.  
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M60 Xerox copy of M.R. No. 15/20861.  
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M62 Xerox copy of M.R. No. 12/20862.  
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M64 Xerox copy of M.R. No. 19/20863.  
M65 Xerox copy of M.R. No. 11/20864.  
M66 Xerox copy of M.R. No. 09/20866.  
M67 Xerox copy of M.R. No. 03/20867.  
M68 Xerox copy of M.R. No. 14/20767.  
M69 Xerox copy of M.R. No. 02/20868.  
M70 Xerox copy of M.R. No. 12/20869.  
M71 Xerox copy of M.R. No. 06/21253.  
M72 Xerox copy of M.R. No. 13/27.  
M73 Xerox copy of M.R. No. 12/29.  
M74 Xerox copy of M.R. No. 4/29.  
M75 Xerox copy of M.R. No. 20/29.

नई दिल्ली, 16 जुलाई, 2002

का.आ. 2655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट मैनेजर के प्रबंधन के संबंध में निषेध और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी 06/2002 को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2002 को प्राप्त हुआ था।

[यं. एल-40012/151/2001-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 16th July, 2002

S.O. 2655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT : 06/2002) of the Central Government Industrial Tribunal (Labour Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tel.com. District Manager and their workman, which was received by the Central Government on 16-7-2002.

[No. L-40012/151/2001-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer

Reference No. CGIT : 6/2002

The Telephone District Manager

AND

Sh. Chandrakumar Munnalal Kunjam

#### AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause

(d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide Order No. L 40012/151/2001-IR(DU) dt. 30-8-2001 on following schedule.

### SCHEDULE

"Whether the action of the management of Telecom District Manager, Sanchar Nigam Limited, Bhandara (Mah.) in terminating the services of Sh. Chandrakumar Munna-lal Kunjam w.e.f. 30-8-2000 is legal, proper and justified? If not, to what relief the said workman is entitled?"

The case was called out. Both the parties are absent. Neither the workman turned up nor his union representative appeared to conduct the case for the workman. The representative of the management also did not turn up to conduct the case. Notice was issued to both the parties on 11-4-2002 fixing 21-5-2002 for filing Statement of Claim. The case was again adjourned to 5-6-2002.

As the both parties are absent and the workman has not submitted any Statement of Claim. The reference is therefore, disposed of for want of prosecution.

### ORDER

Neither the workman turned up to submit the Statement of Claim nor his union representative submitted any Statement of Claim. The management also did not turn up to contest the case.

The reference is disposed of for want of prosecution.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2002

का.आ. 2656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिब्बोजनल इंजीनियर टेलीग्राफ्स के प्रबंधन के संबंध निधोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 16-7-2002 प्राप्त हुआ था।

[नं. एन-40012/206/96- आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 16th July, 2002

S.O. 2656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Divisional Engineer, Telegraphs and their workman, which was received by the Central Government on 16-9-2002.

[No. L-40012/206/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

कैम नं. सी. आई. टी. 2/98

रीफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश

नं.मांक 40012/206/96 आई.आर. (डी.यू.)

दि. 16-4-98

श्री ओम प्रकाश कुम्हार पुत्र श्री गिरधारीलाल निवासी गांव छिबडी बाबा भादरा, जिला हनुमानगढ़, श्री गंगानगर।

—प्रार्थी

वनाम

संभाग अभियन्ता, टेलीग्राफ श्री गंगानगर डिब्बोजन, गंगानगर

—अप्रार्थी

उपस्थित

पीठासीन अधिकारी : विद्या सागर टाक, आर. एच. जे. एस

प्रार्थी की ओर से : श्री नवल भट्ट

अप्रार्थी की ओर से : कोई हाजिर नहीं

दिनांक अर्बाई : 18-2-2002

अर्बाई

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद को इस न्यायाधिकरण को अधिनियमार्थ प्रेषित किया गया है :

"Whether the action of the management of Divisional Engineer, Telegraphs, Sri Ganganagar in terminating the services of Shri Om Prakash Kumhar is legal and justified? If not, to what relief the workman is entitled?"

2. प्रार्थी द्वारा स्टेटमेंट ऑफ़ क्लेम पेश कर अधिकरण किया गया है कि प्रारंभ में उसकी निधुक्ति विपक्षी संस्थान में मजदूर के रूप में अगस्त 1977 में हनुमानगढ़ में हुई थी : इसके पश्चात् उसे हैड मजदूर बना दिया गया और उसने एक कलेंडर वर्ष में 240 दिन से अधिक कार्य किया। प्रार्थी का कहना है कि नियमानुसार वे सभी श्रमिक निधुक्ति संस्थान में 365 या इससे अधिक दिवस कार्य किया हो उन्हें विपक्षी संस्थान लाईनमैन ट्रेनी के रूप में समायोजित किया। प्रार्थी को भी उक्त नियम के अनुसार दिनांक 20-2-79 के पत्र द्वारा टैस्ट के लिए बुलाया गया किन्तु प्रार्थी को बिना कोई कारण बताये विपक्षी संस्थान द्वारा अर्बाई दि. 27-7-79 के द्वारा उक्त टैस्ट को अस्वास्थ्य घोषित कर दिया गया। क्लेम में आगे प्रार्थी का यह भी अधिकरण है कि उसने कनिष्ठ कुछ श्रमिकों को समायोजित कर दिया गया जबकि प्रार्थी को सेवाएं बिना मिली कारण अनुसूच दिनांक 1-12-79 से समाप्त कर दी गई। प्रार्थी का कथन है कि मार्च 1985 से पहले जिन श्रमिकों ने 240 दिन से अधिक कार्य विपक्षी संस्थान में किया था उनकी

सेवाएं निर्यात कर दी गई किन्तु प्रार्थी को इसकी सूचना तक नहीं दी गई। प्रार्थी ने रजिस्टर्ड डाक द्वारा उसे समायोजित करने हेतु प्रार्थना पत्र भी भेजा किन्तु उसका कोई जवाब अप्रार्थी ने नहीं दिया। प्रार्थी का कथन है कि चूंकि उसने एक कलेंडर वर्ष में 240 दिवस से अधिक कार्य कर लिया था अतः अप्रार्थी औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम संशोधित किया जायेगा) के प्रावधानों की पालना करने के लिए बाध्य था जो प्रार्थी को सेवामुक्त करने से पहले नहीं की गई। प्रार्थी का कथन है कि उसे न तो धारा 25-एफ अधिनियम के प्रावधानों के अन्तर्गत एक माह का नोटिस अथवा नोटिस वेतन न ही छंटनी मुआवजा दिया गया। प्रार्थी का यह भी कथन है कि प्रार्थी से कनिष्ठ कई व्यक्ति संस्थान में कार्य कर रहे थे, जब प्रार्थी की सेवाएं समाप्त की गई, तथा उसकी सेवा मुक्ति के बाद कई नये व्यक्तियों को भी काम पर लिया गया, इस प्रकार अप्रार्थी ने अधिनियम के प्रावधान 25-जी व 25-एच का भी उल्लंघन किया है। प्रार्थी का कथन है कि अप्रार्थी ने इस प्रकार भारतीय संविधान के आर्टिकल 14 व 16 का भी उल्लंघन किया है। प्रार्थी का कथन है कि उसने अप्रार्थी की जनवरी 1996 को एक रजिस्टर्ड नोटिस भेजा कि वह अधिनियम के अन्तर्गत कार्यवाही करने जा रहा है किन्तु इसके बावजूब अप्रार्थी ने न तो कोई जवाब दिया और न ही कोई कार्यवाही की, समझौता बातों भी अमफल हुई और केन्द्र सरकार द्वारा यह विवाद अधिनिर्णयार्थ इस न्यायाधिकरण को भेजा गया। प्रार्थी की प्रार्थना है कि उसकी सेवा मुक्ति अनुचित व अवैध घोषित की जा कर उस सब्सन पिछले गकाया वेतन व अन्य काम सहित सेवा में बहाल किया जाये।

अप्रार्थी ने क्लेम का जवाब प्रस्तुत किया जिसमें उनका कथन है कि क्लेम का पैरा प्रथम स्वीकार है किन्तु प्रकरण बहुत देरी से उठाया गया है। अप्रार्थी ने जवाब में यह तो स्वीकार किया है कि प्रार्थी ने बिना संस्थान में मजदूर के रूप में कार्य किया किन्तु इस बात से इन्कार किया है कि उसने 240 दिन एक कलेंडर वर्ष में काम किया है। जवाब में यह भी कथन किया गया है कि प्रार्थी टैस्ट में शामिल हुआ था किन्तु टैस्ट में कुछ इन्स्ट्रक्शियां व आरोप होने से उक्त टैस्ट को अमान्य घोषित कर दिया गया। अप्रार्थी का कथन है कि रिक्त पदों की उपलब्धता के अनुसार पुनः चयन टैस्ट का संचालन किया गया और प्रार्थी को भी इसमें उपस्थित होने के लिए कहा गया किन्तु प्रार्थी टैस्ट में शामिल नहीं हुआ, जो टैस्ट में शामिल हुए उनमें से कुछ को चयनित किया जाकर उनके प्रमुख नियुक्त किया गया। अप्रार्थी का कथन है कि प्रार्थी अगरी हों गलतों के कारण इसका लाभ क्लेम नहीं कर सकता। प्रार्थी को सेवा से नहीं हटाया गया बल्कि उसने स्वयं ने ही काम पर आना बंद कर दिया और नौकरी छोड़ने के बाद उसने कोई रिप्रेसेटेशन नहीं दिया। अप्रार्थी का कथन है कि प्रार्थी

द्वारा उसे समायोजित या नियमित करने हेतु कोई प्रार्थना पत्र बिनाही संस्थान को नहीं भेजा गया। उनका यह भी जवाब है कि चूंकि प्रार्थी ने एक कलेंडर वर्ष में 240 दिन काम नहीं किया है, अतः अधिनियम के प्रावधान प्रार्थी पर लागू नहीं होते। अप्रार्थी का यह भी कथन है कि यह गलत है कि प्रार्थी से कनिष्ठ व्यक्ति काम कर रहे हों जब उसे सेवा मुक्त किया गया तथा इस तथ्य से भी इन्कार किया है कि प्रार्थी की सेवा मुक्ति के बाद नये व्यक्तियों को काम पर रखा हो। इस प्रकार उनका कथन है कि उन्होंने धारा 25-एफ, जी व एच की कोई उल्लंघना नहीं की है। अतः प्रार्थी का यह जवाब है कि प्रार्थी स्वेच्छा से काम छोड़कर चला गया उसकी कोई सेवा मुक्ति नहीं की गई है। उनका कथन है कि प्रार्थी ने उसे पुनः लेने को कोई प्रार्थना पत्र नहीं दिया तथा कनिष्ठ व्यक्तियों के नाम नहीं बताये हैं। अतः प्रार्थी का क्लेम खारिज किया जावे।

4. प्रार्थी ने अप्रार्थी द्वारा प्रस्तुत जवाब का जवाब बलजवाब प्रस्तुत किया है जिसमें अभिकथन किया है कि अधिनियम के प्रावधानों पर लिमिटेशन एक्ट लागू नहीं होता प्रार्थी का यह भी कथन है कि जवाब में अप्रार्थी का यह कहना कि प्रार्थी के 240 दिन पूरे नहीं हुए थे, बिल्कुल गलत है, जबकि अप्रार्थी द्वारा जारी प्रमाण पत्रों के आधार पर ही प्रार्थी ने हर माह किये गये कार्य दिवसों को दर्शाया है जिसमें रविवार में अल्प अवकाश शामिल नहीं है। प्रार्थी का यह भी कथन है कि उसे पुनः टैस्ट संचालन का कोई पत्र नहीं भेजा गया यह केवल कुछ लोगों को फायदा पहुंचाने के लिए ही कार्यवाही की गई थी। बिना किसी कारण टैस्ट को अमान्य घोषित क्यों किया गया, उसे मालूम नहीं। इस प्रकार प्रार्थी का कथन है कि उसे अवैध रूप से सेवा से हटाया गया है और अधिनियम के प्रावधानों की पालना नहीं की गई है अतः उसके सेवा मुक्ति आदेश को अवैध घोषित किया जाकर उसे पुनः सेवा में समस्त लाभ व वेतन सहित बहाल किये जाने का आदेश पारित किया जावे।

5. प्रार्थी ओम प्रकाश ने अपने क्लेम के समर्थन में अपना स्वयं का शपथ पत्र पेश किया है तथा डब्ल्यू-1 लगायत प्रदर्श डब्ल्यू-9 दस्तावेजात प्रस्तुत किये हैं। अप्रार्थी की ओर से बाधजूद मौके कोई साक्ष्य प्रस्तुत नहीं हुई अतः अप्रार्थी को साक्ष्य बंद कर दी गई। काफी समय से अप्रार्थी की ओर से कोई उपस्थित नहीं आया अतः उनके खिलाफ आदेश दिनांक 20-12-2001 के अनुसार एक तरफा कार्यवाही का आदेश पारित किया गया। प्रार्थी के विज्ञान प्रतिनिधि को बहस सुनी व पक्षादली, उपलब्ध साक्ष्य एवं प्रस्तुत न्यायिक विनिश्चयों का अध्ययन किया गया।

6. प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि प्रार्थी को नियुक्ति की अप्रार्थी ने अपने जवाब में स्वीकार किया है। विद्वान प्रतिनिधि का तर्क है कि प्रार्थी श्रमिक ने अपनी शौचिक एवं दस्तावेजी सीढ़ी से अपने क्लेम के कथनों को प्रमाणित किया है। उनका यह भी तर्क है कि साक्ष्य से यह प्रमाणित है कि प्रार्थी ने विपक्षी संस्थान में 240 दिवस से अधिक एक कलेंडर वर्ष में काम किया है जो कि प्रदर्श डबल्यू-1 प्रमाण-पत्र, जो कि अप्रार्थी द्वारा जारी किया है, व प्रदर्श डबल्यू-2 से स्पष्ट प्रमाणित होता है। प्रार्थी के विद्वान प्रतिनिधि का यह भी तर्क है कि प्रार्थी को संभ्रमण करने से पहले धारा 25-एफ अधिनियम की पालना नहीं की गई अप्रार्थी न तो प्रार्थी को एक माह का नोटिस, अथवा नोटिस वेतन एवं छटनी का मुआवजा भी नहीं दिया गया। इस प्रकार प्रार्थी की सेवा मुक्ति अनुचित व अवैध है। प्रार्थी के विद्वान प्रतिनिधि का यह भी तर्क है कि प्रार्थी को सेवा मुक्त करते समय विपक्षी द्वारा कोई विरिष्टता सूची नहीं बनाई गई तथा उसने कनिष्ठ श्रमिक उस समय संस्थान में कार्य कर रहे थे तथा बाद में भी लाईन में के पद पर नियुक्ति का भी नहीं किया। इस प्रकार अप्रार्थी ने अधिनियम के प्रावधान 25-जी व एच का भी उल्लंघन किया है। अतः प्रार्थी की सेवा मुक्ति आदेश निरस्त कर उसे पुनः सेवा में सम्मिलित लाभ व पिछले वेतन सहित बहाल किया जाये।

7. दूसरी ओर अप्रार्थी का जवाब में कथन है कि प्रार्थी की सेवा मुक्त नहीं किया गया बल्कि वह स्वयं ही सेवा छोड़कर चला गया, अतः अधिनियम के प्रावधानों की पालना का प्रश्न ही नहीं उत्पन्न होता।

8. मैंने प्रार्थी प्रतिनिधि द्वारा प्रस्तुत तर्कों पर विचार किया तथा पत्रावली पर आई साक्ष्य का अवलोकन किया। प्रार्थी ने अपनी साक्ष्य एवं जिरह द्वारा यह प्रमाणित किया कि उसने विपक्षी संस्थान में एक कलेंडर वर्ष में 240 दिनों से अधिक कार्य किया था जो कि अप्रार्थी द्वारा जारी प्रमाण पत्रों प्रदर्श डबल्यू-1 व 2 से भी प्रमाणित होता है। अतः प्रार्थी को सेवा मुक्त करने से पहले धारा 25-एफ की पालना करना अनिवार्य था जो अप्रार्थी द्वारा नहीं की गई है। जहाँ तक अप्रार्थी का जवाब में यह तथ्य उल्लिखित करने का प्रश्न है कि प्रार्थी स्वयं सेवा छोड़कर चला गया, मैं उनके इस जवाब से सहमत नहीं हूँ। एक तो यदि प्रार्थी स्वयं काम छोड़कर चला गया हो उस संबंध में प्रार्थी का दायित्व था कि वे साक्ष्य द्वारा अपने अभिवक्तनों को प्रमाणित करते किन्तु उन्होंने बावजूद विधि जाने अवसर कोई साक्ष्य प्रस्तुत नहीं की है। दूसरे यदि ऐसा मान भी लिया जाये तो भी काम से गैर हाजिर हो जाना दुरुस्तरण की परिभाषा में आता है। जिसके लिये प्रार्थी को नियमानुसार आरोप पत्र जारी कर विभागीय जांच करवाई जानी चाहिये थी न कि सीधे सेवा मुक्ति आदेश जारी करना चाहिये था। यदि जांच से श्रमिक के खिलाफ आरोप प्रमाणित होता तब उसे व्यक्तिगत मुकदमे का अवसर देने के

बाद ही सेवा मुक्ति आदेश जारी किया जा सकता था। अतः वह तथ्य प्रमाणित नहीं होता कि प्रार्थी स्वयं सेवा छोड़कर चला गया। क्योंकि सामान्यतः बिना किसी कारण कोई भी व्यक्ति सेवा नहीं छोड़ेगा। इसके अतिरिक्त प्रार्थी ने शपथ पत्र में यह भी कहा है कि विभाग में प्रवृत्त नियमों के अनुसार जो कर्मचारी 365 दिनों कार्य कर लेता है उसे लाईन में ट्रेनी के पद पर नियुक्त कर दिया जाता है। चूंकि प्रार्थी ने भी 365 दिवस से अधिक कार्य कर लिया था अतः उसे भी साक्षात्कार के लिये बुलाया गया व उसका चयन भी कर लिया गया और फिर अज्ञात कारणों से उस साक्षात्कार को शून्य घोषित कर दिया गया। इन सभी के संबंध में दस्तावेजात पक्षावली वन उल्लेख है व इन्हें प्रदर्शित भी करवाया गया है। इस प्रकार व्याप्राधिकरण की राय में प्रार्थी ने 240 दिवस तक प्रार्थी संस्थान में कार्य किया यह प्रमाणित है अतः उसे सेवा मुक्ति से पहले नोटिस अथवा नोटिस पे एवं छटनी का मुआवजा नहीं दिया गया, इस प्रकार धारा 25-एफ अधिनियम के प्रावधानों का अप्रार्थी द्वारा उल्लंघन किया गया है, इसलिए प्रार्थी का सेवा मुक्ति आदेश अनुचित व अवैध है और अमान्य किया जाने योग्य है तथा प्रार्थी पुनः सेवा में पिछले समस्त लाभ सहित बहाल होने का अधिकारी है।

9. उपरोक्त विवेचन के आधार पर प्रकरण में निम्न अर्वाह पारित किया जाता है।

“डिवीजनल इंजीनियर टेलीग्रफ्स, श्री गंगा-नगर के प्रबंधन द्वारा श्रमिक श्री प्रोम. प्रकाश कुम्हार की सेवाएं समाप्त किया जाना उचित एवं वैध नहीं है। श्रमिक पिछले समस्त अर्वाह वेतन व अन्य लाभ सहित सेवा में पुनः बहाल होने का अधिकारी है। प्रार्थी की सेवा की निरस्तता कार्यक्षेत्र होगी। यह समस्त लाभ अप्रार्थी श्रमिक को अर्वाह की दिनांक के अंदर तीन माह में अर्वाह करें।

10. अर्वाह आज दिनांक 18-2-2002 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनाथ निवमानुसम्भे जावे।

विद्या सागर टॉक, न्यायाधीश

नई दिल्ली, 18 जुलाई, 2002

को.आ. 2657-—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निषिद्ध प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 41/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-2002 को प्राप्त हुआ था।

[सं.एल-40012/202/91-आई.आर. (डी.यू.)]

कुलदीप राय, वकील, इसके अधिकारी



New Delhi, the 18th July, 2002

S.O. 2657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/92) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 18-7-2002.

[No. L-40012/202/91-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 41 of 1992

#### PARTIES :

Employers in relation to the management of  
Calcutta Telephones.

AND

Their Workmen.

#### PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding  
Officer.

#### APPEARANCES :

On behalf of Management : Mr. T. Chowdhury.  
Advocate.

On behalf of Workmen : Mr. G. C. Chakraborty.  
Advocate.

Dated : 8th July, 2002

STATE : West Bengal. INDUSTRY : Telephone.

#### AWARD

By Order No. L-40012/202/91-IR(DU) dated 25-6-1992 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Telephones, Department of Telecommunication, Calcutta in terminating the services of Shri Balai Chatterjee, casual workman w.e.f. 6-8-87 is justified? If not, what relief he is entitled to?"

2. The present dispute has been raised by the workman, Shri Balai Chatterjee regarding his termination from service with effect from 6-8-1987 by the management of Calcutta Telephones. According to the written statement filed on behalf of the workman he started working in the Exchange 64 of the Calcutta Telephones on 25-8-1986 and he worked upto 5-8-87. but thereafter his service was terminated by verbal

order of the then Junior Engineer of 64 Exchange without assigning any reason and without notice and also without payment of any compensation. It is stated that while he was in service, he was allotted work of doing wiring of subscribers' premises on behalf of the Calcutta Telephones and the work was regular and normal and of perennial nature. According to him he had worked for 346 days during the aforesaid period and because he had worked for more than 240 days, the termination with effect from 6-8-1987 was improper, illegal and void. It is stated that in view of the fact that he worked for more than 240 days during the 12 months prior to his termination, it was necessary that the requirement of Section 25F of the Industrial Disputes Act, 1947 should have been observed and it was not done and, therefore, the termination is illegal and void. It has also been stated that in a similar case, a Division Bench of the Hon'ble High Court of Calcutta had ordered reinstatement of one workman, namely, Tapan Kumar Jana and the case of the workman stands on the similar footing, therefore, his case deserves to be considered. Accordingly, he has prayed that the order of his termination should be declared as void and illegal and he should be ordered to be reinstated in service with full back wages and consequential benefits.

3. A written statement was also filed on behalf of the management in which the maintainability of the present reference has been challenged on account of the fact that though the reference appears to have been made under Section 2A of the Industrial Disputes Act, nothing has been mentioned in the order of reference and it has also been stated that the dispute has not been raised in proper manner and, therefore, it is not maintainable. It is further stated that so far as the claim of the workman regarding the duration and period of his work is concerned, it is a matter of record and the workman is put to strict proof of the same, but it has been further stated that the workman concerned was engaged as a casual Wireman on different occasions in phased manner and he did not work for more than 187 days during this period. It is also stated that he was always engaged to do a particular kind of job and when the job was over his engagement ended and, therefore, his termination cannot be termed as retrenchment. A complete chart of the days of work performed by the workman has been given and from this chart of the days of work it appears that he worked for 6 days in August, 1986, for 24 days in September 1986, for 27 days in October 1986, for 22 days in November 1986, for 12 days in December 1986, for 23 days in January 1987, for 23 days in February 1987, for 24 days in March, 1987. but he did not work at all during the months of April, May and June, 1987 and then he worked for 21 days in July 1987 and only 5 days in August 1987. Therefore, it has been stated that the workman had neither worked for one year regularly and continuously, nor he worked for 240 days during the period of 12 months preceding his termination. It is also stated that the relevant documents which is likely to prove the real state of affairs have been filed and these are the payment vouchers and the ACF-2 accounts as well as attendance register concerned. It has been stated that the other allegations made on behalf of the workman in this regard are denied and it has been denied that the workman either deserved to be considered for his



continuance in service or that there was any requirement of the observance of the rules laid down under Section 25F of the Act. In view of this matter, it has been stated on behalf of the management that the prayer of the workman is not fit to be considered and accordingly, it be dismissed.

4. It is, therefore, obvious that whereas the workman did not give any detailed chart of the working days in his written statement, the management gave the details in paragraph 4 of their written statement. Of course, one rejoinder has also been filed on behalf of the workman to the written statement of the management, but so far as the facts stated in paragraph 4 of the written statement of the management are concerned, nothing specific has been stated and it has only been stated in paragraph 4 of the rejoinder that the allegations made in paragraph 4 of the written statement of the employer are incorrect and it has been stated that the employer should produce the muster roll register or attendance register of casual employees for the relevant period and it appears that those documents have been produced.

5. So far as the oral evidence is concerned, the workman examined himself as WW-1 and reiterated what he had stated in his written statement. He clearly stated that he worked from 25-8-1986 to 31-3-1987 under one Junior Engineer, Noor Mallick and thereafter he again worked under J.T.O., P. K. Ghosal till 5-8-1987 and he also produced and proved two certificates granted by the aforesaid two J.T.Os., marked Exts. W-1 and W-2. He has also stated that during the aforesaid period he used to sign attendance register and used to receive payments by signing blank vouchers. In his cross-examination, he has stated that the attendance register, Ext. M1 is the register no doubt, but it is upto March, 1987 only. He has also further stated that he was not allowed to sign attendance register on all working days, though he was allowed to sign on some other days. He also stated that the attendance of December, 1986 was not recorded in the attendance register and he has denied that he worked only for 12 days in December, 1986. He has further stated that the J.T.O., Mr. Ghosal also used to maintain a register and he granted him a certificate, Ext. W-2. So far as his statement regarding signing of blank vouchers is concerned, he has stated in his cross-examination that he did not report this matter to anyone including his colleagues.

6. On the other hand, the management has examined two witnesses, both being the JTOs under whom the workman had worked. MW-1, Md. Noor Mallick is the JTO who had worked in the years 1986-1987 at 64 Exchange and he admits that the workman, Balai Chatterjee was a casual workman working under him. He produces and proved the register, marked Ext. M-1 and he has stated that the register gives the true account of the work rendered by the concerned workman under him on which his signature also appears. He has also further proved the bunch of ACE-2 accounts and ACG-17 vouchers regarding the period under him and these ACE-2 accounts are marked Ext. M-2 series and ACG-17 vouchers are marked Ext. M-3 series. He has further stated that it is incorrect to say that he had not allowed the workman to sign attendance register on any day. So far as the month of December, 1986 is concerned, he stated that he

remained in alternative charge during that period and, therefore, in his absence, Mr. P. K. Ghosal was in charge and he did not mark the attendance in attendance register in December, 1986.

MW-2, Pijush Kanti Ghosal is another J.T.O. who was attached to the Exchange in question at the relevant time and he worked there till the year 1991. According to him the concerned workman had worked under him from 17-11-1986 to 21-11-1986, again from 24-11-1986 to 29-11-1986 and for 12 days in the month of December, 1986 and for 21 days in July, 1987 and 5 days in August, 1987. He has also further stated that in December, 1986 the workman had worked under him as Mr. Noor Mallick was in charge of some other work temporarily. He also stated that the details of the work of the concerned workman as mentioned above can be corroborated from the ACE-2 accounts and ACG-17 vouchers which have been filed. The ACE-2 accounts of his period are marked Ext. M-4 series and ACG-17 vouchers of his period is marked Ext. M-5 series. So far as the certificate issued by him, Ext. W-2 is concerned, he stated that it is contained some mistake regarding the days of work of the concerned workman. He stated that instead of 1-4-1987 to 5-8-1987 the same should have been 8-7-1987 to 5-8-1987. He has also further stated that the committing this mistake he was warned by the Department and he had also submitted his explanation in this regard. These documents are marked Exts M-6 and M-7 respectively. He has also further stated that he never maintained any attendance register during his period. He also produced the ACE-2 account register in respect of the ACE-2 accounts for the period concerned, which is Ext. M-8.

7. So far as the documents are concerned, Ext. W-1 is the certificate purported to have been granted by Md. Noor Mallick the then JTO in which he had stated that the workman had worked under him from 25-8-1986 to 31-3-1987 and he has stated in his evidence as MW-1 that he had granted the certificate. Ext. W-2 is the certificate purported to have been granted by another JTO, Mr. Ghosal, MW-2. From this certificate it appears that the workman was shown to have worked from 1-4-1987 to 5-8-1987, but in this regard, as stated earlier, the witness has stated that there was mistake in granting this certificate regarding number of days. These are the two documents filed and marked exhibits on behalf of the workman.

8. On the other hand, the register of attendance has been filed on behalf of the management and the attendance for the months of August, 1986, September 1986, October 1986, November 1986, January 1987, February 1987 and March 1987 are available. So far as December 1986 is concerned, both the witnesses MW-1 and MW-2 stated that it could not be marked because during that period MW-1 did not happen to be in charge as he was deputed to some other work and MW-2, Mr. Ghosal was in charge who did not mark the attendance in the register and MW-2 also admitted that he had not marked the attendance. So far as Ext. M-2 is concerned, it is a bunch of ACE-2 accounts relating to the different periods of September, October, November 1986 and January, February and March 1987. These are the ACE-2 accounts for the period during which the workman had worked under MW-1, Noor Mallick. The corresponding ACG-17 vouchers are Ext. M-3 collectively. During the periods on different dates payments made to the workman concerned through these vouchers have been shown. Similarly, so far as Ext. M-4 is concerned, it is a bunch of ACE-2 accounts

for the period during which the workman is said to have worked under Mr. Ghosal which relates to November 1986, December 1986 and thereafter August 1987. Ext. M-5 series are the ACG-17 vouchers for the said period and the different vouchers relate to the different periods for which payments were made to the workman concerned. Ext. M-6 is the letter by which the Divisional Engineer (H&N) of Calcutta Telephones had communicated the displeasure on the part of the management to the JTO, P. K. Ghosal, MW-2 for the lapse on his part in issuing a certificate indicating a period for which one was not engaged and it was considered to be a serious mistake on his part and he has been severely warned for this mistake. Ext. M-7 is the copy of the explanation submitted by the J.T.O., MW-2, Mr. Ghosal on explanation being asked from him regarding the mistakes being committed by him in granting the certificate, Ext. W-2. Apart from these papers, the register relating to the ACE-2 accounts for the period in question has also been filed and it stands marked Ext. M-8.

9. In this view of the matter, it has been submitted on behalf of the management that so far as the management is concerned, management has laid their all the possible documents in its possession to clarify the posting regarding the actual period of work of the workman concerned and the workman has also not pointed out any discrepancy in the documents, excepting for that it has been stated by the workman as WW-1 that this attendance for the period of December, 1986 was not marked, but it has been explained by both MW-1 and MW-2. So far as the other periods are concerned, all these documents, i.e., attendance register, ACE-2 accounts and ACG-17 vouchers are completely in support of the stand taken by the management in its written statement. On the other hand, the workman has failed to disclose the details of the work done by him during a particular month during the period stated by him. Therefore, it has been stated that so far as the total period for which the workman has worked is concerned, it will be clear from the documents filed on behalf of the management that he had worked from August 1986 to March 1987 during the different months for different periods, but he did not work at all in the months of April, May and June 1987 and thereafter he worked only for 21 days in July 1987 and for 5 days only in August 1987. Hence it has been submitted on behalf of the management that there is no material at all to show that the workman either worked for one year continuously or that he worked for more than 240 days during the preceding 12 months from the date of his termination in August 1987, as claimed by him. The total duration for which the workman is said to have worked comes to 187 days according to the disclosure made by the management in paragraph 4 of its written statement and in the various documents filed on behalf of the management. So far as the certificate, Ext. W-2 granted in favour of the workman concerned, it becomes clear that by mistake the JTO, MW-2 has mentioned the period in the certificate without taking proper precaution in this regard for which he was severely warned. Thus, it has been stated that if the workman had not worked either for one year continuously or for a period of more than 240 days during the 12 months preceding the date of his termination, he does not fulfil the criteria required under Section 25B of the Act and, therefore, the application of Section 25F is not attracted. In this view of the matter, it has been submitted that if the workman was not allotted any further work after 5th August, 1987, it was neither illegal, nor improper, nor void, because there was no requirement of compliance of the provisions of Section 25F of the Act in his case.

10. On consideration of the entire facts and materials and the submissions made on behalf of the respective parties, I find that the workman on the one hand has not been able to substantiate his allegation, on the other hand, the management has succeeded in proving that the workman did not work continuously for a period of one year and he also did not work for 240 days or more during a period of 12 months preceding his date of termination. Therefore, the workman had not fulfilled the conditions required under Section 25B of the Act. In such a case, compliance of Section 25F of the Act was not necessary and even if the compliance has not been made, the termination cannot be termed as illegal or void. The workman, as such, is not entitled to any kind of relief whatsoever.

11. Accordingly, this reference is answered and disposed of.

B. P. SHARMA, Presiding Officer  
Dated, Kolkata,  
the 8th July, 2002

नई दिल्ली, 18 जुलाई, 2002

का.आ. 2658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंध निमोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकता के पंचाट (संदर्भ संख्या 19/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-2002 को प्राप्त हुआ था।

[सं.एल-40012/96/95-आई.आर. (डी.वू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 2002

S.O. 2658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/96) of the Central Government Industrial Tribunal/Labour Court Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 18-7-2002.

[No. L-40012/96/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT KOLKATA

Reference No. 10 of 1996

PARTIES :

Employers in relation to the management of Calcutta  
Telephones

AND

Their workmen

PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding Officer.

APPEARANCE :

On behalf of Management : Mr. T. Chowdhury, Advocate.

On behalf of Workman : Mr. D.N. Chattopadhyay, Advocate.

STATE : West Bengal.

INDUSTRY : Telephone.

Dated : 8th July, 2002.

AWARD

By Order No. L-40012/96/95-IR(DU) dated 27-6-1996 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Telephone in terminating the services of Shri Sambhu Rajbhar is legal and justified? If not to what relief the workman is entitled to?"

2. The present has been raised by a workman, Sambhu Rajbhar, who happened to be a casual workman under Exchange No. 31/32 of the Calcutta Telephones, regarding his retrenchment. It appears from the written statement filed on behalf of the workman that he was appointed as a Mazdoor under JTO-SDOP-Est. II of Exchange 31/32 of the Calcutta Telephones and he continued to work there from 6th March, 1989 to 12th January, 1991. According to him suddenly in the evening of 12-1-1991 he was verbally asked by the JTO concerned that he will no more

be given work with effect from 13-1-1991 according to the instructions received from the higher authorities by him. He has also given the details of the working days during the period of his engagement. From this chart it appears that he worked as follows :

Months and Year	No. of days worked
March, 1989	22
April, 1989	19
May, 1989	21
June, 1989	19
July, 1989	26
August, 1989	19
September, 1989	26
October, 1989	19
November, 1989	21
December, 1989	19
January, 1990	19
February, 1990	19
March, 1990	19
April, 1990	19
May, 1990	—
June, 1990	—
July, 1990	16
August, 1990	—
September, 1990	22
October, 1990	27
November, 1990	—
December, 1990	15
January, 1991	12

He further stated that the aforesaid particulars are based on the certificate issued to him by SDOP Est-II of Calcutta Telephones, which explains the fact that the workman concerned worked continuously from 5th March, 1989 till 12th January, 1991. According to him the work he was performing was a continuous process and the job was of perpetual nature and his actual number of working days as given in the chart did not include holidays. It is further stated that on receiving this information the workman approached the Area Manager, Central who told him that he would not be given work for about one or two months and thereafter he may again be employed, but despite his repeated approaches to the authorities, he was not offered employment by the authorities. It is also stated that from the aforesaid certificate granted by the SDOP he had completed 240 days of continuous service and therefore, his termination was illegal and void and the authorities while doing so did not follow the principles of the provisions laid in the Industrial Disputes Act and the rules thereof. It is also stated that the workman had made representation to the Chief General Manager, Calcutta Telephones on 22-12-1992, but he did not receive any reply. However, the JTO concerned was insisting on the workman to submit his resignation with effect from 13th January, 1991 and then he could be appointed afresh. It is stated that the Chief General Manager, Calcutta Telephones also turned a deaf ear to his representation dated 22-12-1992 and did not even care to reply and then the workman took up the matter with the Regional Labour Commissioner (Central), Calcutta alleging his wrongful termination from service. The workman in his letter dated 10-4-1993 reiterated the above facts and claimed that he worked continuously for more than 240 days under JTO, Extension-II in the Exchange 31/32 from 6th March, 1989 to 12-1-1991 and he was orally refused further work by the JTO concerned with effect from 13-1-1991. He further stated that when he approached the SDOP, he told him that he had received instruction from the Area Manager, Central and he was asked that the workman will be given work after one or two months gap, but inspite of it whenever he approached the authorities, they went on giving him evasive assurances and did not allow him to work any further. He has stated that between March, 1989 to February, 1990 he had worked for more than 240 days in continuous service and should not have been terminated in the matter without complying with the procedure of law as it amounts to retrenchment. Accordingly he had represented to the higher authority, but to no effect. However, on receipt of his letter the RLC(C) treated his letter as an industrial dispute and issued a notice on 27-7-1993 fixing 18-6-1993 for the management's comment over the dispute raised by him. The RLC was Conciliation Officer issued another letter on 10-10-1993 calling for a joint session for conciliation on 19-11-1993 and again the proceedings were held on 21-4-1994 and 16-9-1994 also, but all his efforts towards conciliation failed. Accordingly, the failure report was submitted to the Ministry and the present reference has

been made. According to the workman the action of the management in terminating his service is illegal and improper manner is in contravention of the provisions of the Industrial Disputes Act, 1947 and the management violated the statutory obligations of observing the rules under the Industrial Disputes Act. Accordingly, he has prayed for declaring his termination or retrenchment as illegal and void and ordering his reinstatement in service with consequential benefits.

3. The management also filed a written statement and raised some points relating to the maintainability of the reference. It is stated that the present dispute appears to have been raised under Section 2A of the Industrial Disputes Act, but there is no mention of it in the schedule of reference and, therefore, the reference is bad. It is also stated that although there was no relationship of employer and employee between the management and the workman concerned, the present reference has been made without application of mind. It is also further stated that the impediment was created to the continuance of the service of the workman concerned by the circulars and letters issued by the higher authorities of the Department of Telecommunication and accordingly it was considered not proper to allow him to proceed to work and he had voluntarily abandoned the job. It is stated that the management denies that the workman had worked continuously from 6-3-1989 to 12-1-1991. It is stated that he had worked with breaks during his tenure of work with the Calcutta Telephones. It is also denied that there was any verbal order communicated to the workman by the JTO concerned on 12-1-1991 as alleged. It is further stated that the rendering of service for a period of 240 days during the period of 12 calendar months counting backward from the date of termination is the basic criteria for computing the period to be in continuous service. It is stated that the workman in his written statement has furnished a statement regarding the number of days worked by him month and yearwise from which also it appears that the criteria has not been fulfilled and the management has also given a chart in this regard as follows :—

Month and Year	No. of days worked
March, 1989	13
April, 1989	19
May, 1989	19
June, 1989	19
July, 1989	19
August, 1989	19
September, 1989	19
October, 1989	19
November, 1989	10
December, 1989	NIL
January, 1990	NIL
February, 1990	NIL
March, 1990	19
April, 1990	19
May, 1990	NIL
June, 1990	NIL
July, 1990	16
August, 1990	NIL
September, 1990	22
October, 1990	27
November, 1990	NIL
December, 1990	15
January, 1991	12

It is also further stated that the allegations contained in paragraphs 4 and 5 of the written statement of the workman are denied and it is stated that the workman is put to strict proof of the allegation contrary thereto. It is stated that the claim of the workman regarding the job of perpetual nature is also outside the jurisdiction and scope of the present reference. The management has further stated that the allegation in the claim of the workman that he was removed from service or was terminated is incorrect and actually he had left the job himself and therefore, the question of his termination being illegal does not arise. The allegation of the workman regarding his representation to the higher authority are also termed as total distortion of the prevailing facts or affairs and it is denied. It is further stated that all the details of records in respect of conciliation proceedings are also un-

related to the adjudication proceeding of the reference and independent materials have to be considered during the adjudication of the present reference. It is stated that the management at no material time admitted that the workman had completed more than 240 days of continuous service, and therefore, any allegation to this effect is denied. It is, therefore, stated that since the workman was a casual worker engaged from time to time, his service could not be treated as continuous service and the question of his termination being illegal or amounting to retrenchment does not arise. In this view of the matter, the prayer has been made that the claim of the workman is fit to be dismissed and rejected.

4. However, after the filing of the written statement on behalf of the management a rejoinder was also filed on behalf of the workman in which the denials and statements made in various paragraphs of the written statement of the management has been challenged and controverted.

5. Both the parties adduced evidence, oral as well as documentary. So far as the documents are concerned, Ext. W-1 is the representation purported to have been filed by the workman concerned to the Chief General Manager, Calcutta Telephones on 22-12-1992. In this representation he stated that he had worked continuously during the period of his engagement from 6th March, 1989 to 12th January, 1991 and all on a sudden he was removed from service. He had, therefore, made a prayer to the authority to consider his reinstatement. Ext. W-2 is the letter sent by the workman concerned to the Regional Labour Commissioner (Central) on 10-06-1993 reiterating his claim and allegation and praying for his intervention. Ext. W-3 is the attested xerox copy of a chart of working days of three workmen including that of the workman concerned prepared by the management. Ext. W-4 is the certificate which has been filed and relied upon by the workman as a trump card of his claim. This certificate is purported to have been granted by S.D.O.P. Br. (East-II) of Calcutta Telephones on 02-06-1995. In this certificate a total chart of the working days of the workman have been given and it is stated that the workman was a casual labour employed under his Sub-division to help the Lineman, Technician, Wireman and Telephone Inspector for doing different kind of jobs as and when required. It is also stated that he had worked in this unit from March, 1989 to January, 1991 and was paid by ACG-17 vouchers. However, it is also stated that the workman left his service from 13th January, 1991 of his own accord and during that period he was found a good worker. Ext. W-5 is a letter of instruction issued by the Ministry of Telecommunication to the General Manager of Calcutta Telephones regarding recruitment and engagement of casual labour. Ext. W-5/1 is another instruction issued by the Directorate of Posts & Telegraphs on 30-03-1985. From this letter it appears that on a number of occasions instructions were issued stressing the need to limit the number of casual labourers employed by the Telecom Units to a minimum, but it was regretted to note that in spite of these instructions, the number of such casual labourers was increasing and accordingly the position was reviewed and it was decided that fresh recruitment and employment of casual labour for any type of work should be stopped forthwith by the Telecom Circles and Districts. However, it was also further stated that the casual labours already in employment should be utilised only for the work of casual nature or on installation works of temporary nature or cable laying or line construction dismantling work. It is also further stated that the regular posts of Mazdoors are sanctioned for maintenance/administration work as per standards already laid down by the office from time to time and therefore no casual Mazdoors are required for maintenance/administration work. It is further stated that if any casual mazdoor is being utilised for maintenance or office work, they should be relieved and transferred and used in the work enumerated above. It is stated that every effort should be made to reduce the number of casual mazdoors employed and in no case fresh recruitment or employment should be made. It is also further stated in this letter that the order shall not apply to the coaxial cable laying work in the project/organisation and in line dismantling/constructions work in the Electrification projects circles. It is stated that the casual labour for such work in those units would be engaged only for specific jobs and retrenched as soon as the work is over. It is obvious that the direction vide letter Ext. W-5 dated 22nd June, 1988 was issued when it was found that the aforesaid instructions vide Ext. W-5/1 was not followed properly and therefore, some further instructions in clarification was made.

Ext. M-1 series are the ACG-17 vouchers in respect of the workman concerned showing payments to him during the different months for particular periods. Ext. M-2 series are the ACE-2 accounts for the different months during the period concerned and by these ACE-2 accounts the different kinds of payments and payments to different casual labourers from time to time were made. Ext. M-3 is the xerox copy of a note sheet of the office regarding destruction of some papers and documents in the office. The portions of this note sheet are Ext. M-3/1 and M-3/2.

6. Coming to the oral evidence, it appears that the workman has examined himself as the only witness in the case. In his evidence he has reiterated his stand regarding his claim of work from 06-03-1989 to 12-01-1991. He stated that his work was ceased on 13-01-1991 and he was told that there was no work left for him. He has stated that he did not receive any appointment letter at the time of his engagement and he was working continuously during the aforesaid period. According to him, he used to help the Lineman for repair work. He has stated that when he was removed, he was getting Rs. 800 per month as salary and his payments were being made on monthly basis and he used to sign attendance register which was kept in the custody of the S.D.O.P., Mr. K. B. Dutta. He also stated that he was assigned work by the SDOP and he was also asked subsequently that he was not required any further. He stated that subsequently he also went to join his work, but he was not allowed to do so. Then, he filed a representation to the Chief General Manager for work. He has proved the copy of the representation, Ext. W-1. When he did not receive any reply to his representation, he approached the Labour Commissioner. He proved the carbon copy of the petition filed before the RLC(C), Ext. W-2. He further stated that the RLC had called both the parties for conciliation and he had furnished a copy of his account of working days before the RLC, which he has proved as Ext. W-3. He has also further stated that he was granted a certificate regarding his work by the then SDOP, Mr. K. B. Dutta on 2-6-1995. He refers to Ext. W-4. Ultimately, he has also stated that it is not correct to say that he had left the service of his own accord and accordingly he prayed for restoration of his service with full benefits. In his cross-examination, when he was confronted with the something mentioned in the certificate Ext. W-4, he stated that so far as the number of days mentioned in the certificate are concerned, the same are correct, but it is incorrect that he had left the service himself. Further, he has stated in his cross-examination that he did not get Rs. 800 per month uniformly and the amounts were fluctuating and he also admitted that he did not get payments for holidays. He has admitted in his cross-examination that he used to sign vouchers through which payments were being made to him. He refers to the vouchers, marked Ext. M-1 series. It has been suggested to him that he did not actually work in December, 1989 and also January and February, 1990 which he has denied. He has also denied similar suggestions made during his cross-examination like that he did not work at all in August, 1990 or November, 1990. He has asserted that the actual number of days for which he worked can be known from the certificate, Ext. W-4 and he denied the suggestion that the number of days shown in the certificate is wrong.

7. So far as the management is concerned, altogether four witnesses have been examined. Out of the four witnesses, MW-1, S. K. Burman happens to be the Chief Accounts Officer, Budget of Calcutta Telephones and he has stated about the procedure by which payments were made to the casual workers and he has proved xerox copies of ACE-2 accounts, marked Ext. M-2 series. He has stated that the originals of the ACE-2 accounts were destroyed and, therefore, carbon copies were produced. He has also referred to the note sheets, Ext. M-3 series in this connection regarding destruction of those papers. He has also stated that his signatures also appear on the ACE-2 accounts as he happened to be the Accounts Officer. However, in his cross-examination, he has stated that he did not make any payment to the casual labourers himself, nor the signatures of the labourers were taken in his presence. He has further stated that the process of payment of casual labourer is that the JTO concerned obtains sanction from the Divisional Engineer for engagement of casual labour and applies for advance and when the amount is sanctioned, the sanctioned amount goes to the Accounts Office. Thereafter, the amounts are paid to the JTDs and the vouchers are sent to the Accounts Office. However, according to him the

duty of the Accounts Officer is to verify the genuineness of the payments through vouchers and ACE-2 accounts. Regarding the destruction order, Ext. M-3 series, he has stated that he did not mention in the note that the documents relating to persons whose cases are pending in dispute should not be destroyed, because he had no knowledge to this effect. However from the note sheet Ext. M-3 series it appears that it was appointed out by some officer that the vouchers relating to the cases pending should not be destroyed, but ultimately the destruction order was passed and the destruction was made. In this connection it was submitted on behalf of the workman that it was purposely done in order to suppress some material vouchers which could prove the case of the workman concerned.

MW-2, Ganesh Ram happened to be the JTO at the relevant time in the Exchange concerned and he has stated that the workman concerned, Sambhu Rajbhar was one of the casual workers working under him. He stated that he did not maintain any attendance register of the casual labour. He also stated that Mr. K. B. Dutta was the S.D.O.P. at the relevant time and he also did not maintain any attendance register of casual workers. He has stated that the attendance of such casual workers was maintained on loose sheets and was kept by the S.D.O.P. in his office and the payments were made on the basis of such sheets and thereafter the same were destroyed. He has testified the vouchers and ACE-2 accounts concerned, Exts. M-1 and M-2 series. He has further stated that the certificate, Ext. W-4, was granted by the then S.D.O.P., Mr. K. B. Dutta, but the number of days mentioned in the certificate did not tally with his records. However, he has stated that so far as the mention of the workman leaving the work of his own concerned, is correct. In his cross-examination, he has stated that the number of days mentioned in paragraphs 3 of the written statement was collected from ACE-2 accounts and ACG-17 vouchers. So far as ACE-2 accounts are concerned, he has stated that the signature of the workmen does not appear on the same, but the signatures of the workmen are taken ACG-17 vouchers. He has stated that the vouchers relating to 1989 to 1991 have been produced. He has further stated that in the Accounts Deptt. a register is maintained which could show as to which particular worker worked for how many days and what was the actual amount paid to him, but no such register has been produced. So far as the destruction of loose sheets as stated by him is concerned, he has stated that it was done according to the prevailing practice and there is no rule or order in this regard. He has further stated that the workman concerned had worked for the last time on 12th January, 1991. He has stated that his statement regarding the number of days in the certificate, Ext. W-4 not tallying with his records is concerned, it is on the basis of ACE-2 accounts and ACG-17 vouchers, but at the same time he stated that he has no idea as to how the certificate was prepared. He has further stated that altogether 8 casual labourers were working under him at the relevant time and he did not make any enquiry when the workman concerned stopped coming after 12th January, 1991.

MW-3, Dibendu Biswas is a retired officer of the Calcutta Telephones. He retired in September, 1996 and prior to his superannuation he was posted as Deputy Area Manager, Central, since 1991. He stated that he had also appeared before the Conciliation Officer in his capacity as Deputy Area Manager and he had attended conciliation proceedings in the matter of the dispute of Sambhu Rajbhar also. He further admitted that he had filed a statement in writing before the Conciliation Officer and he testified the document, Ext. W-3, but at the same time he stated that the number of days shown against Sambhu Rajbhar in the document is not correct and it was a mistake on his part. According to him on receiving intimation for his evidence, he verified the facts from the records and he discovered that there was mistake in his statement. He stated that for his purpose he examined ACE-2 accounts and ACG-17 vouchers which have been filed. In his cross-examination, he has stated that he does not remember as to on what basis the number of days was mentioned against the name of Sambhu Rajbhar in his statement, Ext. W-3. He has further stated that at the time of filing the said statement he was satisfied about the correctness of the same, but subsequently he was told that the statement in Ext. W-3 was incorrect and, therefore, he verified. He has also further stated that at the time of submitting the statement he was in hurry and did not get time to verify it and he has stated that he has committed this kind of mistakes in three cases. However, he has stated at the end

of his cross-examination that at the time of submission of the number of days in the statement, Ext. W-3 the information was supplied to him by the S.D.O.P. Therefore, it is obvious that his statement that the mention of the number of days in his statement is wrong or incorrect appears to be an afterthought. If it was so that he was supplied the figures by the SDOP at the time of preparing his statement, Ext. W-3 and if the SDOP was the person who used to maintain the record of service of the casual workers, there was no occasion for any mistake. Therefore, it has been rightly submitted on behalf of the workman that this statement has been made by MW-3 on the instruction and on being tutored by the management to suit their case and this part of the statement of this witness cannot be believed and accepted. I find substance in the contention to this effect.

MW-4, Kamal Bandhu Dutta is the person who happened to be the SDOP of the Exchange concerned at the relevant time. He has stated that he had granted the certificate, Ext. W-4 to Sambhu Rajbhar who had requested him to grant certificate as he was going to get a job in the Railways. However, he has stated that the number of days mentioned in the certificate is not correct, but the second part of the certificate is correct. By this he means that the statement that the workman had left the job by himself is correct. This kind of statement appears to be blowing hot and cold. He was a person in a responsible office and he himself granted the certificate, but now he had hardihood of denying the correctness of a part of statement made in the certificate while supporting another part.

8. The funny aspect of this certificate, Ext. W-4 is that while the management says that the part of the certificate regarding the workman giving up or leaving the job by himself is correct, the statement regarding the number of days as mentioned therein is incorrect. On the other hand, the workman says that the part containing the number of days of his work or so is correct, but the part containing the statement that he left the job by himself is not correct. In this view of the matter, it is apparent that his certificate, Ext. W-4 is a selfcondemned document and no reliance can be placed on such document and the evidence of the witnesses in this connection can also not be believed and accepted and it is to be ignored and the matter has to be decided on the basis of other connected materials.

9. From verification of the various ACE-2 accounts and ACG-17 vouchers it appears that so far as the statement in the chart given by the management in the written statement regarding the working days of the workman in March, 1989 is concerned, it does not tally with the ACE-2 account itself. Similarly, the number of days shown in ACE-2 account regarding April, 1989 also does not tally. But, the number of days in the ACE-2 accounts as well as in the list tally so far as the months of May, 1989 and June, 1989 are concerned. However, it does not tally regarding July, 1989 and September, 1989 as also October, 1989 and November, 1989, but tallies regarding August, 1989. So far as March, 1990 is concerned, both the ACE-2 accounts and ACG-17 vouchers tally completely. Similarly, the number of days mentioned in ACE-2 accounts regarding April, 1990, July, 1990, September, 1990, October, 1990, December, 1990 and January, 1991 are concerned, they tally. Now, so far as the number of days of work as shown in the written statement of the management is concerned, it completely differs from the statement of the workman given in paragraph 3 of his written statement. It appears that the workman has given the number of days in March, 1989 as 22, while the management has given as 13 only. Regarding April, 1989, it tallies. Regarding May, 1989, whereas the workman has given 21 days, the management has mentioned as 19 days only. In June, 1989 according to the workman he worked for 19 days and according to the management also it is correct. Again for July, 1989 according to the workman it was 26 days, but according to the management it was 19 days only. Regarding August, 1989 both agree that it was 19 days only. Regarding September, 1989 while the workman says it was 26 days, according to the management it was 19 days only. Regarding October, 1989 both are agreeable that it was 19 days. Regarding November, 1989 whereas the workman has claimed that he worked for 21 days, according to the management it was 10 days only and according to the workman he had worked for 19 days each in December 1989, January, 1990 and February, 1990, but according to the management he did not work at all during these three months. So far as March,



1990 is concerned, both agree that it was 19 days. However, so far as April 1990 is concerned, both are agreeable that it was 19 days. According to the workman also he did not work at all in May and June, 1990 and both the parties agree so far as the working days regarding July, 1990 is concerned. Again, according to the workman in August, 1990 he did not work at all which tallies with the chart given by the management also. So far as September, 1990 is concerned, according to the workman he worked for 22 days and according to the management also the number of days is correct. Similarly, regarding the working days of October, 1990 is concerned both the parties agree that it was 27 days. Regarding November, 1990 also both the parties agree that the workman did not work at all during this month and so far as December, 1990 and January, 1991 are concerned, both the figures tally.

10. Now, it is so that the chart of the workman is taken into consideration. According to him he had worked for 247 days during March, 1989 to February, 1990, i.e., a period of 12 months. But, if the period between the 12 months preceding the date of his termination is counted on the basis of the chart of the workman himself, the total comes to 149 days only. The submission on behalf of the management is that since the workman has taken a plea that he had worked for more than 240 days in a year, his service could not have been terminated without notice under Section 25F, even if his own statement in the chart given is considered, he did not work for 240 days during the preceding 12 months from the date of his removal and, therefore, his claim cannot be said to have been supported and proved and he does not deserve to get any relief. On the other hand, it has been submitted on behalf of the workman that even if the statement of the management is considered, there is no doubt about it that during the period from March, 1989 to February, 1990 the workman had certainly worked for more than 240 days and he continued to work during that period of the year and, therefore, he has fulfilled the condition as required under Section 25B of the Act and so his retrenchment is improper. In this connection it has also been urged on behalf of the workman that so far as the stand of the management is concerned, the document No. 1 on behalf of the management before the RLC, Ext. W-3, itself shows that the workman had worked continuously from March, 1989 to April, 1990 and thereafter he also worked for 16 days in July, 1990, 22 days in September, 1990, 27 days in October, 1990, 15 days in December, 1990 and 12 days in January, 1991. So, it has been submitted that when the management admitted before the RLC that the workman had worked continuously for more than 240 days in the year during which he worked, his claim cannot be defeated only on account of the fact that the management has started taking a different stand subsequently when the matter has come before this Tribunal after reference. The application of Section 25F of the Act depends on fulfilment of the criteria required under Section 25B of the Act and in several decisions the matter has been considered. The question to be decided whether the workman has fulfilled the conditions required under Section 25B of the Act. If he has then naturally the management was required to comply with the provisions of Section 25F of the Act at the time of terminating him and if he does not fulfil the condition, he cannot get any relief because in that case the compliance of Section 25F of the Act was not necessary.

11. So far as the point taken on behalf of the management regarding maintainability is concerned, it has been stated that in the order of reference Section 2A is not mentioned though this is a case of individual workman and in the reference Sub-section 2A of Section 10 had been mentioned, therefore, the reference is not proper and it suffers from defect. In this connection, it may be noted that Section 2A is enabling clause. So far as the reference in an industrial dispute is concerned, it is made under Section-10 by the appropriate government for adjudication and Sub-section 2A of Section 10 deals with fixing the period of disposal of the reference. But, in Section 2A it has been provided that an individual workman can also raise dispute when he is discharged, dismissed and retrenched or his service is otherwise terminated by the employer. Therefore, mention of Section 2A in the order of reference is not all mandatory and only because Section 2A has not been mentioned the reference cannot become bad. This point is accordingly not fit to be considered. There is no other inherent or any patent defect pointed out regarding the maintainability of the reference and the reference as such has to be considered on merit.

12. It is also important to note that the workman in his written statement has stated in paragraph 2 that he worked continuously from 6th March, 1989 to 12 January, 1991 and he has given the chart of the days employed in the different months during that period in paragraph 3 of the written statement. It has been mentioned in paragraph 16 that since from March, 1989 to February, 1990 he had worked for over 240 days continuously, his termination is bad. In this regard, it is stated on behalf of the management in the written statement that the workman did not either work continuously for one year during the period from March, 1989 to February, 1990, nor he worked for 240 days or more during the period of 12 months preceding the date of his termination and a chart has also been given regarding the details of the working days in different months during the complete period from March, 1989 to January, 1991 in paragraph 6.1 of the written statement of the management, as stated earlier. In this connection it is important to note that the management had filed a chart before the Conciliation Officer which is Ext. W-3 in which the number of days against the different months during the period were shown and one certificate purported to have been granted by the SDOP concerned on 2-6-1995 has also been filed in which the number of days for which the workman is supposed to have worked during this period has been given. On comparison of these three different charts it appears that so far as the number of days shown against March, 1989 is concerned, according to the written statement of the management he worked for 13 days only, but according to the chart produced before the Conciliation Officer, Ext. W-3, he worked for 22 days during that month which is also supported in the certificate, Ext. W-4. So far as the number of days for which the workman is supposed to have worked during the months of April, 1989 to October, 1989 are concerned, all the three documents tally with each other. However, so far as November, 1989 is concerned, according to the written statement of the management he worked for 10 days only; but both according to Exts. W-3 and W-4 he had worked for 21 days. Again, so far as December, 1989 is concerned, according to the written statement of the management he did not work at all, but according to both Ext. W-3 and Ext. W-4 he worked for 19 days in this month. Similar is the case with January, 1990 and February, 1990 also. So far as March and April, 1990 are concerned, he worked for 19 days according to all the three charts. Similarly so far as May, 1990 and June, 1990 are concerned, according to all the three charts he did not work at all. According to all the three charts, he worked for 16 days in July, 1990 and similarly in August, 1990 he did not work at all. The three charts also tally so far as the working days of September, 1990 and October, 1990 are concerned and according to all the three charts he did not work at all in November, 1990. All the three charts also tally in respect of December, 1990 and January, 1991 during which months he appears to have worked for 15 days and 12 days respectively. Thus, when the chart filed on behalf of the workman is considered, it appears that are two documents Exts. W-3 and W-4 support it, but the chart given in the written statement of the management does not support it. In this connection, it is pertinent to note that so far as the chart filed before the Conciliation Officer, Ext. W-3 is concerned, the concerned officer of the management, WW-3 has testified that he had prepared the statement in question but at the same time stated that there was some mistake in it and he further stated that when he received the intimation for giving evidence, it was pointed out that there was some mistake, then he verified it and found that there is mistake. It has been observed earlier that he has stated in his evidence that while he was preparing the statement, Ext. W-3 he had received the concerned information from his S.D.O. Therefore, it is difficult to accept his version that he had committed mistake in preparing the chart, Ext. W-3, specially when he was going to file the chart before the Conciliation Officer after the dispute was raised and so far as Ext. W-4 is concerned, it is very surprising that the author of this document, MW-4, K.B. Dutta has stated that he had granted the certificate, no doubt, but so far as the details regarding the working days are concerned, it was incorrect, while it was correct so far as the workman leaving the work of his own is concerned. In this connection also it has been observed earlier that the statement of this witness is ridiculous and not fit to be accepted. If he says that he has granted the certificate and admits that a part of the certificate was correct so far as the chart showing the number of days is concerned, it does not lie in his mouth that he can say that it was incorrect. In this view of the matter, the chart produced in the written statement of the workman must be given credence.

13. However, in this connection it has been submitted on behalf of the management that the plea of the workman that he had worked for more than 240 days during the period from March, 1989 to February, 1990 is concerned, it has no significance because according to the well-settled principles the requirement of Section 25B of the Act is that either the workman has to show that he worked continuously for a period of one year or that he worked for at least 240 days during the 12 months preceding the date of his retrenchment of removal. According to the Learned Advocate for the management the assertion of the workman in his written statement and supported by his evidence cannot be treated as a ground to support his case that there was requirement of compliance of Section 25F of the Act in this case. It is well-settled that the compliance of Section 25F of the Act is required only if the workman fulfils the conditions laid down in Section 25B of the Act. It has also been very clearly and lucidly explained in the case of *Mohan Lal v. The management of M/s. Bharat Electronics Ltd.* (AIR 1981 SC 1253) that there are two different situations creating deemed action for the purpose of fulfilling the requirement of Section 25B. It has been very clearly stated that for the purpose of fulfilling the requirement of Sub-section (1) of Section 25B a workman has to show that he worked continuously for one year before he was retrenched. Even if it is taken to be true that he had worked during all the months from March, 1989 to February, 1990 and even if it is so that he had worked for more than 240 days during that period that will not be sufficient so far as the compliance of Sub-section (1) of Section 25B is concerned, because it has to be a continuous process and in any of the months the workman does not appear to have worked for full month and it indicate that there were breaks in his service. Then, in view of the provisions of Sub-section (2) of Section 25B he has to show that he worked for 240 days during the 12 months preceding the date of his retrenchment. But, if the period as indicated in his written statement, paragraph 3 is considered to be correct, which has also been supported by the written statement of the management and the other documents, Exts. W-3 and W-4, he appears to have worked for 149 days only during the aforesaid period. It is apparent that he did not work at all during the months of May and June, 1990, in August, 1990 and in November, 1990 and he appears to have worked for 16 days in July, 1990 and 15 days in December, 1990 and for 12 days in January, 1991. Therefore, it is clear that he did not work for the required 240 days during this period. It is also important to note even if the Sundays during the period and the public holidays are taken into consideration, the total comes to 220 days only adding 54 Sundays and 17 public holidays with 149 days of actual work. Therefore, the workman does not appear to have worked for and cannot be deemed to have worked for 240 days during a period of 12 months preceding his termination and as such, his termination cannot be termed as illegal or in contravention of the provisions of Section 25F of the Industrial Disputes Act, 1947.

14. It has also been submitted on behalf of the management that the management has clearly asserted in the written statement that the workman had himself left the service voluntarily and this fact was also mentioned in the certificate, Ext. W-4 and, therefore, such a termination cannot be treated as retrenchment. In this connection it may be stated that so far as the certificate, Ext. W-4 is concerned, as it has already been observed, that such a document can be treated as self-condemned document and no reliance can be placed on such a document. There is no other material to support this fact that this workman had actually voluntarily abandoned service or ceased work as it was held in the case of *G. T. Iad & Ors. v. Chemicals & Fibres of India* [1979(1) LLJ 757] that abandonment by the workman is always a question of fact and it has to be proved by material evidence. In another case, *Duckingham & Carnatic Co. Ltd. v. Venkatesh & Ors.* (AIR 1964 SC 1272) it was observed by their Lordships that it is true that under common law an inference that an employee has abandoned or relinquished service is not easily drawn unless from the length of absence and from other surrounding circumstances an inference to that effect can be legitimately drawn and it can be assumed that the employee intended to abandon service. It is further observed that abandonment or relinquishment of service is always a question of intention and, normally, such an intention cannot be attributed to an employee without adequate evidence in that behalf. In the present case, there is no material excepting for the mention in the certificate, Ext. W-4 that the workman had abandoned service and so far as the circumstance is concerned, it is

apparent that after his service was terminated, he had made representation to the Chief General Manager of Calcutta Telephones vide Ext. W-1 on 22-12-1992 stating therein that all on a sudden without any notice, he was relieved from work and he was also assured by the officers that he shall be given work again and thereafter when he did not get any reply and his grievance was not redressed, he raised an industrial dispute by writing to the RLC(C), Calcutta by his letter dated 10-6-1993, Ext. W-2.

15. In this view of the matter, it has been submitted on behalf of the workman that so far as the plea of the management that the workman had left the service of his own or that he had abandoned the service cannot be believed and accepted, because this cannot be the conduct of a person who abandoned the service himself that he will be filing representation and raising dispute in this manner. I feel inclined to accept the submission on behalf of the workman in this regard and it does not appear to be correct that the workman had abandoned the service himself as claimed on behalf of the management. But, because the workman has not been able to fulfil the conditions required for the application of Section 25F of the Act, he does not appear to be entitled to any relief sought by him in this dispute.

16. The reference is accordingly answered and disposed of.

Dated, Kolkata, the 8th July, 2002

B. P. SHARMA, Presiding Officer

नई दिल्ली, 18 जुलाई, 2002

का.आ. 2659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल कॉटेज इण्डस्ट्रीज कॉर्पोरेशन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/225 का 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-07-2002 को प्राप्त हुआ था।

[सं.एल-42012/154/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 2002

S.O. 2659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/225 of 99) of the Central Government Industrial Tribunal/Labour Court No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Cottage Industries Corpn. and their workman, which was received by the Central Government on 18-7-2002.

[No. L-42012/154/99-LR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

REFERENCE NO, CGIT-2/225 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF THE ADDITIONAL GENERAL MANAGER, CENTRAL COTTAGE

The Additional General Manager,  
Central Cottage Industries Corpn.  
of India Ltd.,  
34, Chatrapathi Shivaji Marg,  
Mumbai-400039.

AND  
THEIR WORKMEN

Shri Riyasat Ali,  
D-35/403,  
Sector-3, Shanti Nagar,  
Mira Road,  
Distt. Thane.

APPEARANCES :

For the Employer.: S/Shri C.V. Pavaskar and S.V. Mokashi, Advocate.

For the workmen : Shri M.B. Anchan, Advocate.

Mumbai, dated 20th May, 2002

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012/154/99/IR(DU), dated 30-11-1999, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following Dispute to this Tribunal for adjudication :—

“Whether the action of the management of Central Cottage Industries Corpn. of India Ltd., Mumbai by accepting the resignation and terminating of the services of the workman Shri Riyasat Ali w.e.f. 26-11-1996 is justified or not? If not, to what relief the workman is entitled?”

2. By way of Statement of Claim workman Riyasat Ali Sheikh, contended that in the month of May, 1984 he was terminated alongwith other employees for which industrial dispute No. 457/88 was raised. By virtue of settlement in the year 1990 he was reinstated and that again he was suspended by the letter dated 30-9-1994 on the ground of alleged incident dated 2-2-1994, for which he was chargesheeted dated 10-10-1994 and that he was reinstated on 18-5-1995 for which he had filed an application for suspension allowance as per law before the Labour Court. He averred that by the order dated 26-11-1996 he was transferred from buying department to stores department. He had informed the management to withdraw the transfer order by his letter dated 27-11-1996 and contended that on receiving the said reply he was called in the office of the Corporation and under threat and force took his resignation letter putting back dated 26-11-1996. It is contended that he was harassed by Mr. Raja, Assistant Manager (Admn.) in the past and at his instance he was suspended, and averred that realising that his resignation would be misused, he approached the Manager and requested not to act upon his resignation. However, inspite of that management informed him that his resignation was accepted. It is contended workman by the letter dated 29-11-1996; 6-12-1996; 13-12-1996 apprised the Managing Director of the Corporation to withdraw his letter of resignation and allow him to resume work. It is contended workman had lodged police complaint No. 2102/96 on receiving his resignation. It is contended higher authority of the Corporation assured him but, in vain. He is jobless since 26-11-1996. It is therefore the contention of workman to direct the management to reinstate him with continuity in service and full back wages.

3. Management, Corporation opposed the claim of Sheikh by filing written statement (Exhibit-8) contending that Sheikh was initially appointed as a temporary helper. Subsequently his services were terminated in the year 1984. As a special case, purely on compassionate ground he was appointed as new entrant. He was transferred by the letter dated 26-11-1996 from buying department to stores department as both the departments are situated in Mumbai, the transfer was effected for bonafide exigencies of work. It is contended Sheikh was never terminated and that he had resigned voluntarily on 26-11-1996. It is contended on his request, accepting his resignation he was relieved from the service with immediate effect by the letter dated 28-11-1996. It is contended Sheikh of his own volition resigned from service and his resignation was accepted and he was relieved from the service, and since he was not dismissed, discharged or retrenched he does not fall within the category of

‘workmen’ and that only those of the persons who have been dismissed, discharged or retrenched are included in the definition and by implication persons who have resigned from the service of the Corporation are not covered by the expression “workman” and therefore the reference is not maintainable. For all these reasons the management prays to dismiss the claim of Sheikh.

4. By Rejoinder (Exhibit-9) Sheikh reiterated the recitals in the Statement of Claim denying the averments in the Written Statement. It is contended that he had requested the Managing Director of the Corporation to withdraw the resignation by the letter dated 29-11-1996, and that the resignation letter being not accepted validly and legally, the same was withdrawn.

5. My Learned Predecessor framed issues (Exhibit-11), Sheikh filed affidavit in the of Examination-in-Chief (Exhibit-15) and closed evidence with exhibits (Exhibit-28). Assistant Manager, Mr. Raja, filed affidavits by way of Examination-in-Chief (Exhibit-29, 30) and the management closed evidence with exhibits (Exhibit-31).

6. Advocate, Shri M.B. Anchan filed written submissions for Sheikh (Exhibit-32) with the copies of rulings and the management (Exhibit-33). On hearing the counsels and perusing the record, I record my findings on the following issues for the reasons mentioned below :—

Issues	Findings
1. Whether the management legally accepted the resignation of Riyasat Ali w.e.f. 26-11-1996?	Yes.
2. If not, whether the management terminated the services of the workman Riyasat Ali w.e.f. 26-11-1996?	Does not survive.
3. If not, what relief the workman is entitled to?	As per order below.

REASONS

7. According to Riyasat Ali he was working as a Typist-cum-Assistant in the Corporation, Mumbai Branch Office. He added that Assistant Manager Mr. Raja was harrasing him on one or the other reasons and that consequently he was transferred from buying department to stores department vide order dated 26-11-1996. He stated that by representation dated 27-11-1996 he had requested the management to withdraw the transfer order. However on receiving his representation, Assistant Manager, Mr. Raja called him to tender his resignation and that on his refusal by force resignation letter was got written from him and when he realised that his resignation would be misused he approached the Branch Manager, Mr. Singh, who assured him that his resignation letter would not be acted upon. However unfortunately his resignation was accepted hurriedly from 28-11-96. In short, the case of Sheikh is that he of his own had not tendered resignation and that Mr. Raja forced him to write the same. According to management Sheikh on his own, tendered resignation and as per his desire, accepting the same, he was relieved with immediate effect.

8. Now the crucial point crosses whether the resignation of Sheikh was voluntary or not. Sheikh admits in his cross-examination that he knows English, he was on cordial terms with Branch Manager, Mr. Tirath Singh, he did not tell him on giving threat by said Mr. Raja, resignation (Exhibit-21/10) is in his handwriting which was written by him in buying department, he has many friends in office including officers and supervisors. He further admits that Raja was then, working in Personnel Department That means, Raja was not present when Sheikh wrote resignation letter in buying department. Raja refuted that he had harassed Sheikh at any time and that he had threatened him in writing the resignation. Nothing has cropped up by way of cross-examination to disbelieve Raja. Manager, Mr. Tirath Singh who is admittedly on cordial terms with Sheikh, stated that Sheikh personally submitted his resignation dated 26-11-1996 and on his request he forwarded the same for acceptance to Head Office, Delhi. Mr. Singh disclosed that he had asked Sheikh as to why he resigned to which he replied that, he has to go to native place for doing business and Sheikh had requested him to relieve him from service. Mr. Singh disclosed that Sheikh did not complain him that Raja had threatened him to resign from service or any harassment on his part. Had Raja threatened and got resignation letter



written by force Sheikh would have complained to that effect to Mr. Singh with whom he was admittedly on cordial terms however that has not happened. On this background statement to Mr. Sheikh that his resignation letter was not voluntary is far from truth.

9. It is seen from the recitals in the Statement of Claim that Sheikh was terminated and that he was later on reinstated. He had filed applications for recovery of suspension allowance in the Labour Court in 1995, which shows he is well acquainted with the Court proceedings, and aware on the consequences of suspension, reinstatement, resignation etc. Had really Sheikh forced him he would have immediately reacted, however, it is seen, for the first time, on 29-11-1996 he resisted the same, which is an after-thought and consequently theory of obtaining resignation by force, loses credit.

10. So far the letter of withdrawal dated 29-11-1996 is concerned, it is seen Sheikh admits in categorically that he had given his resignation on 26-11-1996, nowhere he has pointed out on this alleged threat by Mr. Raja. He had sent letter dated 31-12-1996 to the Manager at Mumbai Branch and letter dated 6-12-1996 to the Managing Director, CCIC Jampah, New Delhi, confirming his resignation dated 26-11-1996. These letters do not speak a single word about threat, though speak much to take him back in service and his personal difficulties. If resignation dated 26-11-1996 been outcome of threat of Raja, Sheikh would not have forgotten to mention the same in the letter. This circumstance also goes against Sheikh resulting in disbelieving him.

11. Once it is clear that Sheikh voluntarily tendered resignation dated 26-11-1996 and that accepting the same he was relieved, question of his termination does not arise. The Learned Counsel Mr. Pavaskar rightly urged that reference is not maintainable in law as what is referred does not partake the character of an Industrial Dispute. He submits that Sheikh had resigned from service of the Corporation voluntarily and that being so he ceases to be a 'workman' under Section 2(s) of the Industrial Disputes Act, 1947. Workman means "any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge, or retrenchment has led to that dispute . . . . .". It is seen only those of the persons who have been dismissed, discharged or retrenched are included in the definition and by implication, persons who have resigned from the service of the Corporation are not covered by the expression "workman" and that being so, no Industrial Dispute can be raised by the workman who has resigned from the service of the Corporation. Their Lordships of Kerala High Court in C.J. Everestee Vs. District Labour Officer and Ors. 2000 (Vol. 96) FJR, pg. 559, clearly observed "claim of the persons who could not be treated as 'workman' coming under Section 2(s) of the Industrial Disputes Act is misconceived and beyond the scope of Section 2(s). In the case in hand, Sheikh since voluntarily resigned and not dismissed, discharged or retrenched, ceases to be a 'workman' and consequently his claim is misconceived in view of the ruling referred to above.

12. The Learned Counsel, Mr. Anchan for Sheikh submits with force that, Industrial Disputes Act is a social legislation of which object is to protect the interest of labour whose bargaining capacity is weak. He submits the fight between workman and the employers is odd, as weak against strong. Therefore action of the management needs to be looked into in the light of Principles of Natural Justice, relying on the decision in D.S. Nakara and Ors. Vs. Union of India 1983 LAB I.C. I, para 15 and 16. He submits discriminatory action which spells out that without waiving the one month's notice resignation dated 26-11-1996 was accepted and Sheikh was relieved on 28-11-1996 by the management which throws light and point out the resignation was voluntary, and noted out with discrimination. He has pointed out that one Ms. Lalita Malhotra had resigned on 7-1-2000, but, was relieved on 25-1-2000, however, she was allowed to withdraw her resignation and retired prematurely but Sheikh was made a workman, which is discriminatory. Manager, Mr. Tirath Singh admitted in cross-examination para 12 that Malhotra's resignation dated 7-1-2000 was accept-

ed on 25-1-2000, though requested to grant the same immediately. The Learned Counsel, Mr. Pavaskar at this junction submits that Mrs. Malhotra was allowed to withdraw her resignation as she was prematurely retired from the service of Corporation on account of illness and that she was not taken in service at all. Therefore that being a special case and not footing on the case of Sheikh is not discriminatory at all. Their Lordships of Supreme Court observed "doctrine of discrimination is founded upon the existence of an enforceable right". However, in the case in hand, Sheikh did not have such a right and consequently it cannot be said that he was discriminated. Therefore, the said decision is no avail to Sheikh. Therefore going through the evidence as a whole, it is clear that resignation of Sheikh was voluntary and as per his desire management accepted the same and relieved him w.e.f. 28-11-1996 and that thereafter he ceased to be a 'workman' question of his reinstatement does not arise. Consequently Issue No. 1 is answered accordingly and Issue No. 2, therefore does not survive. Sheikh is therefore not entitled to any relief and hence the order :—

#### ORDER

The action of the management of Central Cottage Industries Corpn. of India Ltd., Mumbai in accepting the resignation and relieving Sheikh w.e.f. 28-11-96 is justified and consequently Riyasat Ali is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 25 जुलाई, 2002

का.आ. 2660:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खादी एवं विलेज कमीशन के प्रवर्धन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 4/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-07-2002 को प्राप्त हुआ था।

[सं.एल-42012/65/2000-आई.आर. (डी.यू. )]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 25th July, 2002

S.O. 2660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2000) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Khadi and Village Commission and their workman, which was received by the Central Government on 25-7-2002.

[No. L-42012/65/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS (Sr. Branch),  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 4/2000

Date of conclusion of hearing—20th June 2002

Date of Passing Award—11th July, 2002

#### BETWEEN

The Management of the Asstt. Director,  
Khadi and Village Industries Commission,  
A.P.O. Bhawanipatna, Kalahandi, Orissa,  
Pin-766001  
1st Party-Management.

## AND

Their Workman, Shri Nandlal Suna,  
C/o Bakram Naik, At. Arkabahalipada,  
P.O. Bhawanipatna, Kalahandi, Orissa. .. 2nd Party-  
Workman.

## APPEARANCES :

Shri M.D. Sutar, Incharge,  
Project Officer, K&V Commission .. For the 1st  
Party-Management.  
None. .. For the 2nd Party-  
Workman.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42012/63/2000/IR(DU), dated 9-8-2000 :

"Whether the action of the Management of KVIC, towards the disputant Shri Nandlal Suna by not reinstating his service is justified? If not, to what relief the workman is entitled?"

2. The 2nd Party, Shri Nandlal Suna in his application filed before this Tribunal on 18-9-2000 has enclosed the copy of the appeal made to the Asstt. Labour Commissioner (Central). No separate Claim Statement has been filed by him. From the application made to Asstt. Labour Commissioner (Central) by the 2nd Party his case appears to be as follows.

He was appointed as Peon in the Office of the Assistant Director, Khadi and Village Industries Commission Project Office at Bhawanipatna. After completion of one year nine months, Sahara Mahila Sangathan, Bhawanipatna, was requested by the Asstt. Director, Khadi and Village Industries Commission Project Office, Bhawanipatna to draw the salary through the Sahara Mahila Sangathan from 1993 to 1995. Thereafter the Asstt. Director, Khadi and Village Industries Commission Project Office, Bhawanipatna, consulted with the Secretary General, KARD, Bhawanipatna towards the drawal of the pay of the 2nd Party. Accordingly, his pay was drawn. But the disbursement has been made by the Asstt. Director. His further case is that the Secretary General, KARD, Bhawanipatna was not the appointing and transferring authority. He was transferred by him to the Vocational Training Centre with direction to report by submitting his joining report to the Superintendent, namely Shri Upamanya Jena within seven days. According to the 2nd Party it was illegal and in operative in the eye of principle of natural justice. As the transfer was illegal, the 2nd Party did not join. Therefore, the Project Officer Khadi and Village Industries Commission terminated his services with effect from 18-1-1999 vide his order, dated 18-1-1999 without affording any reasonable opportunity in shape of show cause notice or paying one month's salary. He raised a dispute before the Asstt. Labour Commissioner (Central), reconciliation failed thereafter the Government of India has made the present reference.

3. The 1st Party-Management has filed their Written Statement. The first stand of the 1st Party-management is that the reference is not maintainable on the ground that the 2nd Party was not a workman under them and the 1st Party-Management is not an Industry under the definition of Industrial Dispute Act. According to the 1st Party-Management, as per the programme of the State as well as the Centre to promote the standard of living of the inhabitants of K.B.K. Districts, the Commissioner took a decision to introduce a scheme known as Kalahandi Special Programme in order to promote the conditions of the poor and needy inhabitants of the district by giving them employment. In the year 1994-1995 the Project Office at Bhawanipatna addressed a letter on 2-8-1994 to the Director, S.E.P., Bombay for sanction of post of Peon in the Project Office, which after due consideration was turned down by the Head Office.

It was made clear that a person engaged in any of the institutions financed by the Khadi and Village Industries Commission may be allowed to work on deputation and the payment of that Peon should be made to the institution from which he was deputed. As per the guidelines the Project Office at Bhawanipatna in the district of Kalahandi requested one Sahara Mahila Sangathan, Bhawanipatna, to send the 2nd Party with a condition that a sum of Rs. 600 is to be paid by the Project Office to Sahara Mahila Sangathan towards the wages of the 2nd Party. In the year 1996, the 2nd Party, Shri Suna left the engagement made by Mahila Sangathan and worked in Kalahandi Agency for Rural Development. Since, the said agency was one of the institutions financed by the Khadi and Village Industries Commission, the Project Office requested them to depute some body to work as a daily labourer in the project office and accordingly the 2nd Party, Shri Suna was deputed on the condition that the Project Office is to pay a sum of Rs. 800 per month to Kalahandi Agency. It is specifically pleaded that the 2nd Party, Shri Suna was never engaged either temporarily, wage earner, or any such type by the 1st Party-Management. So, they have prayed that, the claim of the 2nd Party is not justified.

4. On the above pleadings of the parties the following issues have been settled :

1. Whether the reference is maintainable?
2. Whether there is any relationship between the employee and employer?
3. Whether the action of the 1st Party-Management by not reinstating his service is justified?
4. If not, to what relief the workman is entitled ?

5. Before going to the merit of the case, it may be stated here that, the 2nd Party, Shri Suna after filing of the Claim Statement has not taken any step during course of the hearing of the reference. He has not produced any witnesses on the other hand the 1st Party-Management has exhibited 10 documents in support of his case.

## FINDINGS

## ISSUE NO. I

6. This Issue has not been placed by the 1st Party-Management. So no finding is necessary.

## ISSUE NO. II

7. The 2nd Party, Shri Suna is required to establish that he was the workman under the 1st Party-Management. As I have already stated, Shri Suna has not come to the witness box to adduce any oral evidence. He has also not produced any documents. While filing the Claim Statement, he has enclosed the copy of the appeal made to the Asstt. Labour Commissioner (Central), copy of the letter, addressed to the 1st Party-Management and an order of the Secretary General, KARD, Bhawanipatna, a letter of Asstt. Director, Khadi and Village Industries Commission, Bhawanipatna, addressed to the Officer-in-charge, Naria Police Station and a letter of Project Office, Khadi and Village Industries Commission, Bhawanipatna, addressed to the Director, Khadi and Village Industries Commission, Mumbai and some other correspondence. The documents enclosed with his Claim Statement, does not reveal that, he was appointed by the 1st Party-Management i.e. by the Asstt. Director, Khadi and Village Industries Commission, Bhawanipatna. Rather one of the letters written by the Secretary General KARD, Bhawanipatna to the Asstt. Director, Khadi and Village Industries Commission, Project Office, Bhawanipatna, reveals that, request was made by the Assistant Director of Khadi and Village Industries Commission for deputation of peon and Shri Suna was deputed to work under the 1st Party-Management on the condition of payment of Rs. 800 per month to the Secretary General. No single piece of paper is available on behalf of the 2nd Party, Shri Suna that he was appointed by the 1st Party-Management. On the other hand, the documents filed on behalf of the 1st Party-Management supports their stand that, Shri Suna was deputed to work under them and he was not appointed by the 1st Party-Management. So in that case, there does not exist any relationship of employer and employee between the 1st Party-Management and the 2nd

Party, Shri Suna. Hence, this Issue is answered accordingly.  
ISSUE NO. III

8. As the 1st Party-Management has not appointed and terminated the services of the 2nd Party, Shri Suna, the question of his reinstatement by the 1st Party-Management does not arise.

ISSUE NO. IV

9. In view of my findings given in respect of Issue No. II and III the 2nd Party is not entitled for any relief.

10. Reference is answered accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 24 जुलाई, 2002

का.आ. 2661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर-कोर्ट, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी. 77/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-07-2002 को प्राप्त हुआ था।

[सं.एल-41011/31/90-आई.आर. (डी यू)/(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th July, 2002

S.O. 2661.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 77/1996) of the Central Government Industrial Tribunal/Labour Court, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Uttar Railway and their workman, which was received by the Central Government on 23-07-2002.

[No. L-41011/31/90-IR(DU)(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT: NEW DELHI

Presiding Officer: Shri B. N. Pandey

I.D. No. 77/1996

General Secretary,  
Uttar Railway Karamchhari Union,  
Ram Naresh Bhawan,  
Tilak Gali,  
Chuna Mandi,  
Pahar Ganj,  
New Delhi-110055.

.... Workman

Versus

General Manager,  
Uttar Railway,  
Baroda House,  
New Delhi-110001.

.... Management

#### AWARD

The Central Government in the Ministry of Labour vide its order No. L-41011/31/90-IR(DU)(B-I) dated 2-8-96 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether recognition of a Union is an issue covered under the definition of Industrial Dispute as defined

under Section 2(K) of the Industrial Dispute Act, If so, whether the demand of the Uttar Railway Karamchhari Union for recognition under the Trade Union Act by the Railway Administration is legal and justified, If so, what relief is the Union entitled to?"

2. Workman has filed claim statement. Management filed written statement. Then rejoinder by the workman filed. Both the parties led their evidence in support of their case and the case was then fixed for arguments. Arguments were partly heard in this case on 16-5-2002 and the case was fixed for remaining arguments on 25-7-2002.

3. Today Shri Ashok Kumar, General Secretary of the Uttar Railway Karamchhari Union who has been identified by Shri J. Buther, Advocate moved an application to withdraw the case. The application has been verified. Hence, the application is allowed and 'No Dispute Award' is passed. Parties are left to bear their own costs.

BADRI NIWAS PANDEY, Presiding Officer

Dated: 11-07-2002

नई दिल्ली, 24 जुलाई, 2002

का.आ. 2662.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे, मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/174/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-07-2002 को प्राप्त हुआ था।

[सं.एल-41012/102/99-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th July, 2002

S.O. 2662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/174/99) of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Mumbai and their workman, which was received by the Central Government on 23-7-2002.

[No. L-41012/102/99-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/174 of 1999

Employers in relation to the Management of Central Railway, Mumbai

The Divisional Railway Manager,  
Central Railway, Mumbai Division,  
Mumbai-CST,  
Mumbai-400001.

AND

Their Workmen

Sh. Ashappa Hussinappa,  
Sanjay Gandhi Housing Society,  
R. No. A/2-448-3/5, Anna Nagar,  
Dharavi,  
Mumbai-400017.

## APPEARANCES :

For the Employer : M/s. Delilah Fernandes, Advocate holding for Mgt. Adv. Mr. Suresh Kumar.

For the Workmen : Mr. M.B. Anchan, Advocate.

Mumbai, dated 8th July, 2002

## AWARD

The Government of India, Ministry of Labour, by its Order No. L-41012/102/99/IR(B-I) dated 25-8-1999, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Central Railway Administration, Mumbai Division, Mumbai CST, Mumbai by illegally terminating the services of the workman, Mr. Ashappa Husainappa, Casual Labour w.e.f. 16-5-1991 is justified or not? If not, what relief the workman, Mr. Ashappa Hussainappa is entitled to?"

2. Workman Ashappa Husainappa vide Statement of Claim (Exhibit-6) contended that he was engaged by the Central Railway as casual labour since 3-5-1984 and that he worked in that capacity at various stations. He also worked as a substitute Safaiwala. It is contended that in the year 1990-1991 he was screened for the regular appointment but he was not given regular appointment, though he was given Record of Service No. 339509. It is averred by workman that he fell sick and was under medical treatment from 25-12-91 to 15-8-96, and after recovery from the illness he had come to Mumbai with Medical certificates and had requested the General Manager, Railway by letter dated 9-9-1996 and later on by representations dated 28-7-1997 and 23-7-1998 for employment, but in vain. It is contended workman was engaged since 1984, however his name has been struck off from the list of casual labourers without show cause notice and retrenchment compensation, therefore his termination from 16-5-1991 is illegal, therefore he contended to direct the management railways, to reinstate him with full back wages.

3. Management, Central Railway, DRM Mumbai Division opposed the claim of workman by filing Written Statement (Exhibit-7) contending that the workman is governed under Section 309 of the Constitution of India, a railway Civil Servant and therefore he is not a 'workman' as defined under Section 2(s) of the Industrial Disputes Act. It is further contended that railway is not an 'industry' as its services are not for any profit motive, which service falls in union list of Schedule VII(1) Entry 22 and that functions performed by the railway are statutory in nature. It is contended since railway is not an industry under Section 2(j) of the Industrial Disputes Act and therefore Ashappa is not a workman under Section 2(s) of the Industrial Disputes Act. It is further contended by the management that Ashappa remained absent from 17-5-1991 while working at Kotton Green Station. He did not inform on his absence. Since he remained absent from 17-5-1991 without informing his absence, he has voluntarily abandoned/left the service therefore question of his termination does not arise. It is contended that Ashappa was screened in 1991, however, found not suitable for want of educational qualification. According to Ashappa he was medically fit on 4-1-1995, but he was not explained why he did not join duty after 4-1-1995 which indicates on his voluntarily leaving the service, consequently the claim being devoid of substance, be dismissed in toto.

4. By Rejoinder (Exhibit-8) Ashappa contended that from 17-5-1991 he was given break and thereafter he was sick from 25-12-1991 to 4-1-1995 and from 15-12-1994 to 15-8-1996 for which he submitted medical certificates to the General Manager on 9-9-1996. It is his contention that he was given break from 17-5-1991 and from 25-12-1991 he fell sick by jaundice and paralytic attack. According to him no qualification is required for the post of Safaiwala and by reiterating the recitals in the Statement of Claim, denied the contention in the Written Statement.

5. My Learned Predecessor framed issues (Exhibit-9). On perusal of the Rojnama dated 28-8-2001 it is seen both the parties did not lead oral evidence and consequently the matter

is required to be decided on the basis of the record. Ashappa filed written submissions (Exhibit-14) and the management (Exhibit-15). On perusing the record as a whole and hearing the counsels for both the parties, I record my findings on the issues for the reasons mentioned below :

Issues	Findings
1. Whether Railway is an industry ?	Yes
2. Whether Asappa Husainappa is the Workman within the meaning of Section 2(s) of the Industrial Disputes Act of 1947 ?	Yes
3. Whether the applicant voluntarily Abandoned/left the services ?	Yes
4. Whether the applicant did not present himself for screening test ?	Does not survive.
5. Whether the action of the management in respect of the workman w.e.f. 16-5-1991 is justified or not ?	Justified.
6. If not, what relief he is entitled to ?	As per order below.

## REASONS

6. At the outset the Learned Counsel Ms. D. Fernandes holding for counsel for management railway 'Shri Suresh Kumar submits that, Ashappa Husainappa was a Civil Servant, a casual labour in the railway department whose service is governed under Article 309 of the Constitution is not a 'workman' under Section 2(s) of the Industrial Disputes Act. She further submits that railway service is a welfare measure and not for profit motive therefore it is not an 'industry' inviting attention of this tribunal to the rulings mentioned in the written submissions (Exhibit-15). On the other hand, the Learned Counsel Mr. Anchan strongly contended that by catena of judgments it is clear that the railway is an 'industry' and hence the employees are workmen. Their Lordships of Supreme Court in L. Robert S'Souze Vs. Executive Engineer, Southern Railway and Anr. 1982 1 LLJ pp. 330(SC) para 25 clearly pointed out that "railway is an industry". The same view has been taken by the Bombay High Court in Writ Petition No. 1751 of 1999 dated 11-10-2001 while deciding the applications filed against railway department under Section 33 C (2) of the industrial disputes Act, holding that the labour court has jurisdiction to decide such application as Section 15 of the Administrative Tribunals Act, oust the jurisdiction of the Civil Court and confer the same on the Tribunal. In CST Mumbai Vs. Rajan Kumar Mohalik 2000-III CLR pp. 117, para 4. His Lordships of the Bombay High Court clearly observed the maintainability of the reference of the workman against the railway. It is therefore apparent that Ashappa is a workman under Section 2(s) of the Industrial Disputes Act and railway is an industry under Section 2(j) of the Act. Consequently issue No. 1 & 2 are answered in the affirmative.

7. According to workman Ashappa he worked in the Central Railway as a casual labour/substitute safaiwala from 3-5-84. He had completed more than 240 days. He was given record of service of casual labour No. 339509. He was screened for the appointment in regular sub-staff in the year 1990/91. However, since he fell sick and consequently remained absent, therefore management struck off his name from the list of casual labourers, without issuing him memo and notice pay retrenchment compensation under the Industrial Disputes Act, which amounts to illegal termination of service from 16-5-1991. Management denied that Ashappa was terminated. According to railway, while working at cotton green station Ashsappa remained absent from 17-5-1991 and did not turn up which indicates he voluntarily abandoned/left the job therefore question of his termination does not arise. On perusal the record of service of casual labour card and the documents with list (Exhibit-12 and 13) show from 1984 till 1991 workman was working in the railway department which management did not challenge the same.

8. So far the absence from 17-5-1991 according to workman, he was under medical treatment from 25-12-1991 to 15-8-1996 and that he had come to Mumbai with medical certificates and requested the General Manager vide his letter dated 9-9-1996 for employment. According to workman himself his name was struck off from the list of casual

labour from 16-5-1991 and thereby terminated him. No explanation is given on his absence from 17-5-91 to 24-12-91 i.e. about 7 months. Medical certificate filed by him with his (Exhibit-13) show he was sick from 15-2-1994 to 15-8-1996. Nothing to show on his absence from 17-5-1991 to 14-2-1994. It is seen for the first time, in the year 1996 workman apprised on his illness to the management. This shows he kept the management in dark for about 5-6 years, which cannot said to be a short period. At this juncture, the Learned Counsel for the management submits that this unauthorised absence from the service amounts to voluntary abandonment/ leaving service. She submits that a casual labour whose work is as per the need, if did not turn up to seek job, indicates that he does not require the work and from this point of view, according to her that is abandonment of service and not at all termination of service.

9. The Learned Counsel Mr. Anchan submits workman had not tendered resignation. His name has been struck off from the list of casual labourers which amounts to termination of service and that cannot be done without inquiry being held in the matter. He urged that removal from service without giving opportunity to show cause, is illegal relying on Jaishankar Vs. State of Rajasthan AIR 1966 (SC) pg. 492 wherein Their Lordships ruled :

"Removal from service without giving opportunity to show cause is illegal."

Striking off the name from the muster roll amounts to termination of service, however, in case of regular/permanent employees. In the case in hand workman was a casual labourer who is to be engaged on the basis of need of work. Casual labour card (Ex. 13/21) shows only some days he worked as a casual labourer in a year. Even the daily rated workers are not to be regularised, in the absence of vacancy. Since workman worked for some days and thereafter did not turn up to get work, does not get right of reemployment. In view of the position, I find no substance in the submission of Mr. Anchan that workman remained absent due to illness and hence did not turn up, striking off his name, amounts to termination. In case of regular/permanent employees Mr. Anchan was totally justified in saying that to struck off name from the muster roll, amounts to termination of service and that cannot be done without giving opportunity. It is to be noted that workman did not turn up to the management to seek casual work for a very long period which clearly indicates that he was not in need of work, therefore, the Learned Counsel Ms. Fernandes is totally justified in saying that he had lost interest to do work in the railway department, thereby voluntarily left the work, which is not at all termination, and hence action is justified.

10. According to workman in April, 1990 he was sent for screen test but was not screened and that he was again sent for screening in 1991, but, was not given employment. Management admits that workman was screened, however, for want of educational qualification he was not selected. From the Statement of Claim (Exhibit-6) and the Rejoinder (Exhibit-8) it is seen he is illiterate as he put his thumb impression instead of his signature. When workman does not possess minimum educational qualification and that the reference pertain to his termination, question of his absorption does not arise and hence issue No. 4 does not survive. In this context the action of the management is totally justified. Consequently workman is not entitled to any relief. Issues are therefore answered accordingly and hence the order :—

#### ORDER

The action of the management of Central Railway Administration, Mumbai Division, Mumbai CST, Mumbai, in respect of the workman Shri Ashanna Husseinanna, in not reengaging him as casual labour w.e.f. 16-5-1991 is justified, and consequently he is not entitled to any reliefs.

S. N. SAUNDANKAR, -Presiding Officer

नई दिल्ली, 26 जुलाई, 2002

का.आ. 2663.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 131/2001) को प्रकाशित करता है, जो केन्द्रीय सरकार को 24-07-2002 को प्राप्त हुआ था।

[सं. एल-12012/8/99-आई.आर. (बी-II)]

सो. गंगाधरण, अवर सचिव

New Delhi, the 26th July, 2002

S.O. 2663.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 131/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 24-7-2002.

[No. L-12012/8/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 22nd July, 2002

#### PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 131/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 107/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri S. Rajarathinam and the Management of Indian Bank, Chennai.)

#### BETWEEN

The General Secretary, .... I Party/Claimant  
Indian Bank Employees Association,  
Chennai.

#### AND

The Zonal Manager, .... II Party/Management  
Indian bank,  
Chennai.

#### APPEARANCE :

For the Claimant : M/s. S. Rengaramanujam, S. Ravi  
and R. Prasadh, Advocates.

For the Management : M/s. Aiyar & Dolia, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/8/99-IR(B-II) dated 31-05-99/12-06-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 107/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on

file as I.D. No. 131/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 01-02-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party/Management, and on hearing the arguments advanced by the learned counsel for the II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the demand of the Indian Bank Employees Association for regularisation/absorption of the services of Sri S. Rajarathinam by the management of Indian Bank is justified? If not, what relief is the disputant entitled to?"

2. The Indian Bank Employees Association represented by its General Secretary has raised this industrial dispute espousing the cause of the workman Sri S. Rajarathinam. The brief facts of the case are as follows :—

The workman Sri S. Rajarathinam was engaged as a peon in Vadapalani branch of the II Party/Management Indian Bank, Chennai, as and when there was a leave vacancy. He was engaged intermittently on casual basis. The II Party/Management Indian Bank, Chennai (hereinafter referred to as Respondent) has been having a system of maintaining a panel of temporary sub staff to work in the vacancies of permanent sub staff going on leave in branches under the control of Zonal Offices. The engagement of empanelled sub-staff has been on day to day basis and such casual employees are paid daily wages. The concerned workman was engaged on casual basis at intermittent intervals between 5-8-94 and 26-7-97. As early as on 30-09-78, the Ministry of Finance, Department of Economic Affairs, under whose control and Respondent/Bank is functioning, directed that no person could be engaged irrespective of the capacity either permanent or temporary without being duly sponsored by the Employment Exchange. The Respondent/Bank as early as in 1983 has set out norms for engaging temporary sub-staff in the leave vacancies through the maintenance of panel. For the empanelment of temporary sub-staff, the candidates sponsored by Employment Exchange are interviewed and selected by the Regional Manager as per the norms given by the Ministry of Finance. Only after getting approval of the Zonal Manager (Competent Authority) the selected candidates are empanelled. The Respondent/Bank is a Government of India undertaking and it is bound by the guidelines and policies issued by Government of India from time to time. All the policies regarding recruitment and placement of personnel are based on the guidelines and policies of the Government of India and also the Settlement entered into with the recognised Union. The recognised union insisted upon the bank to consider the case of sub staff who had not been sponsored by Employment Exchange, but who had worked for 90 days or more between 1-1-1982 to 31-12-1989 as being re-engaged/empanelled. Government of India on 16-8-90 imposed restrictions on fresh empanelment and permitted the bank to empanel those persons who were engaged for 90 days or more during the period 1-6-82 to 31-12-89 without sponsorship from Employment Exchange and with the approval of DGET as 'one time measure'. Consequent upon this, there is a settlement under Section 12(3) of Industrial Disputes Act between the Union and the Respondent/Bank agreeing to consider all those persons who are engaged with being sponsored by Employment Exchange but found eligible as per other norms described for employment and worked for 90 days or more during the period 1-1-82 and 31-12-89 as one time measure, and such of those persons found suitable for selection might be taken back in the panel for being engaged in the leave vacancies of sub staff subject to necessary approval being obtained from the Director General of Employment & Training. Only after obtaining such permission, the empanelment was done as one time measure. The Settlement was entered into for a specific purpose and for a specific

period of time. The concerned workman had been engaged continuously from December, 1993. He had been engaged for 28 days in 1993, 304 days in 1994, 305 days in 1995 and 295 days in 1996. He had completed 240 days of service in a year and had also completed 480 days within a period of 24 calendar months. In spite of the representation made by the Petitioner Union to regularise the service of the concerned workman, the Respondent failed to regularise the service of the workman Sri S. Rajarathinam. The dispute raised by the union earlier before the Assistant Labour Commissioner (Central) Chennai, had ended in a failure. On submission of failure of conciliation report, the Assistant Labour Commissioner (Central), the Government of India had referred this dispute to this Tribunal for adjudication.

3. It is alleged in the Claim Statement of the Petitioner Union that the concerned workman had been temporarily engaged in a permanent vacancy. Yet the management had not taken any action to regularise the service of the workman Sri S. Rajarathinam or to grant him temporary status and to absorb him in a permanent vacancy that may arise in future. The action of the management contravened the clause 20.8 of the Bipartite Settlement dated 19-10-1966 by employing the concerned workman for more than three months in a permanent vacancy. Therefore, the services of the concerned workman should have been regularised by the Respondent/Management. The Union have entered into 12(3) settlement for regularisation of services of similarly placed temporary employees and denial of such benefits to the workman concerned amounts to discrimination and arbitrary. There are several vacancies to absorb the workman into service, yet the management is not taking any steps to regularise the service of the workman Sri S. Rajarathinam. Hence, it is prayed that this Tribunal may be pleased to direct the Respondent/Bank to regularise the service of the workman Sri S. Rajarathinam from the date of his initial engagement on 4-12-93 and to pay the arrears of pay and other consequential benefits entitled to the permanent employee.

4. It is alleged in the Counter Statement of the Respondent that in no one year preceding 27-7-97, the concerned workman was engaged for a period exceeding 240 days, so as to claim the benefits under the provisions of Industrial Disputes Act. The Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 has no application to nationalised banks including the Respondent/Bank. Being a casual employee engaged on day to day basis, worked for more than 240 days, does not confer any right on the concerned workman to claim regularisation or absorption into the services of the bank. The concerned workman was engaged by the Manager of Vadapalani branch for the total period of 312 days intermittently on leave vacancies. Therefore, the contention of the Petitioner Union that he was engaged by the branch for more than 240 days every year during the period is false. Mere engagement of a person on ad-hoc/temporary/casual basis does not confer any right for regular absorption. The mere fact that he was engaged purely on casual basis, does not mean the vacancy has to be filled by absorbing him. The provisions of the Bipartite Settlement, referred to in the Claim Statement, has no application to the case of Sri S. Rajarathinam. These clauses apply only to such of those persons, who have been engaged as temporary employees from the panel made by the bank in accordance with the settlements entered into by the Bank with the recognised Union and with candidates sponsored by Employment Exchange. Sri S. Rajarathinam was never in the panel of temporary sub-staff nor has he been sponsored by Employment Exchange. Therefore the question of giving preference to him in the matter of filling permanent vacancies, if any, does not arise. The Reserve Bank of India by its letter dated 12-8-96 instructed the Respondent/Bank not to resort to fresh appointment in all cadres. In view of the ban imposed by the Reserve Bank of India, the Respondent/Bank is not in a position to recruit any fresh employees. Hence, the Petitioner Union espousing the cause of Sri S. Rajarathinam is non-entitled to stake claim for regularisation as sub-staff and his disengagement is legal, valid and justified. Hence, it is prayed that this Hon'ble Tribunal may be pleased to reject the reference by dismissing the claim of the claimant Union.

4. When the matter was taken up for enquiry, no one has been examined on either side as a witness. No document has been marked as an exhibit on the side of the I Party/claimant. On the side of the II Party/Management five documents have been marked as Ex. M1 to M5, with the consent of the counsel for the Petitioner. In spite of the case has been adjourned to very many hearings from 20-03-2002,



the counsel for the I Party, has not turned up to advance his argument. The learned counsel for the II Party/Management alone has advanced his arguments.

5. The point for my consideration is—

“Whether the demand of the Indian Bank Employees Association for regularisation/absorption of the services of Sri S. Rajarathinam by the management of Indian Bank is justified? If not, what relief is the disputant entitled to?”

Point :—

The Petitioner Union espousing the cause of the concerned workman, Sri S. Rajarathinam raised this industrial dispute demanding the regularisation and absorption in service of the said workman by the Respondent/Management of Indian Bank. It is admitted that the concerned workman was engaged on casual basis temporarily as a sub-staff in the leave vacancy of a permanent sub-staff in Vadapalani branch of the Respondent/Bank, that too intermittently. It is the specific allegation in the Claim Statement of the Petitioner Union that the concerned workman Sri S. Rajarathinam had been engaged continuously from December, 1993 and that for 28 days in 1993, 304 days in 1994, 305 days in 1995, 295 days in 1996 and he had completed 240 days of service in a year and 480 days within a period of 24 calendar months, but neither the Petitioner Union nor the concerned workman had come forward to prove this averment in the claim statement by legal and acceptable oral or documentary evidence. Thus, the said averment in the Claim Statement remains unproved. The Respondent had categorically denied in their Counter Statement that the contention of the Petitioner Union that the concerned workman was engaged by the branch for more than 240 days every year during the period is false and the Petitioner is put to strict proof of the same. In spite of this denial, the Petitioner has not proved the period of service of the concerned workman as alleged in the Claim Statement. It is not disputed that Government of India has issued a notification dated 30-9-78 under the Ministry of Finance, Department of Economic Affairs, Banking Division to all financial institutions informing them that while the notification of vacancies to the Employment Exchange in the subordinate cadres is obligatory on the part of all public sector establishments under E.E (CNV) Act, 1959, the executive instructions issued require that all vacancies arising under the Central Government offices/establishments including statutory organisations irrespective of the nature and duration of vacancy are not only to be notified, but also to be filled through Employment Exchange alone and other permissible sources can be tapped only if, Employment Exchange concerned issued a non-availability certificate. The xerox copy of this Notification of the Government has been marked as Ex. M1. The Respondent/Bank's Deputy General Manager (Personnel), Head Office has sent a circular dated 4-3-83 to all branches of the bank with regard to engagement of persons during the leave vacancies of sub-staff as instructions to be followed. The xerox copy of that circular has been marked as Ex. M2, with the consent of the counsel for the Petitioner. Under this circular, norms relating to such engagement of persons during the leave vacancies of sub-staff has been given as minimum age, maximum age, and the minimum and maximum educational qualifications, the election procedure etc. As per this norms, the maximum educational qualification required for the person to be considered for the post of sub-staff is VII Standard. In the Claim Statement, it is stated that the concerned workman had passed VIII Standard. From this, it is seen that he is over-qualified. It is a disqualification as per Ex. M2. Ex. M3 is the xerox copy of the Government instructions dated 16-8-90 in respect of recruitment/absorption of temporary employees in public sector banks. Under this, the Government has instructed the Chief Executives of all Public Sector Banks that recruitment of all temporary employees in the clerical/subordinate cadre shall be stopped forthwith and for the current requirements banks may utilise their existing panel of temporary employees and in case, these employees were not taken from the Employment Exchange, the banks would be required to approach the DGET directly seeking exemptions. Until the problem of existing temporary employees is fully resolved, no bank will be permitted to make any temporary appointments. From this, it is seen that the Government itself as early as 16-8-90 has imposed a ban on recruitment and absorption of temporary employees. Admittedly, the concerned workman Sri S. Rajarathinam has been first engaged

by the Respondent/Bank in December, 1993 that too as an ad-hoc temporary casual basis in the leave vacancy of the sub-staff of the branch of the bank. So in view of the ban on recruitment and absorption of temporary employees, the Respondent/Bank is restrained from absorbing or regularising the service of such workmen like the concerned Sri S. Rajarathinam who has been engaged intermittently on temporary casual basis in the leave vacancy of the permanent employee of the bank.

6. Further, it is stated in the above said Government instructions to the Public Sector Banks in respect of bank's engaging temporary employees from time to time in subordinate cadre in the leave vacancies of permanent workmen that in case of ex-temporary employees, who were recruited through Employment Exchanges between 1-1-82 and 31-12-89, the DGET has agreed to exempt the managements from the recruitment of Employment Exchange procedure for appointment of these temporary workmen as regular workmen of the bank and that this exemption will not be applicable in cases of ex-temporary employees, who were not initially sponsored by the Employment Exchange for appointment in the bank and that this will be in one time measure in full and final settlement of all the claims and disputes for the past period in respect of temporary workmen covered by the Settlements and/or administrative exercise relating to their termination and other benefits under the provisions of Industrial Law, if any and that all banks with immediate effect will stop temporary employment both in clerical as well as in subordinate cadre. From this, it is seen that the concerned workman cannot be considered for regularisation of this service and absorbed as a permanent employee by the Respondent/Management.

7. Ex. M4 is the Settlement dated 6-7-1992 between the Respondent/Management and the Federation of Indian Bank Employees Union in the matter of persons engaged in leave vacancies of sub-staff. It is a 12(3) Settlement before the Assistant Labour Commissioner (Central) Chennai. Consequently upon the restrictions imposed by the Government of India on fresh appointment and permitted the bank to empanel those persons who were engaged for 90 days and more during the period 1-1-82 to 31-12-89 without sponsorship from Employment Exchange and with the approval of DGET as 'one time measure', the settlement was entered into under Ex. M4 for a specific purpose and for a specific period of time. So, it is not applicable to the concerned workman Sri S. Rajarathinam because he was not worked for the minimum period of 90 days during the period mentioned in the Settlement i.e. from 1-1-1982 to 31-12-1989.

8. Ex. M5 is the xerox copy of the instructions given by Reserve Bank of India imposing a ban on recruitment of staff. Such ban has been imposed by 26-6-1996. So, in view of this ban on recruitment, the Respondent/Bank cannot consider the request of the Petitioner Union for regularisation/absorption of the service of the concerned workman Sri S. Rajarathinam, as it is argued by the learned counsel for the Respondent/Management.

9. The learned counsel for the Respondent has further argued that such regularisation and absorption for service of the workman like the Petitioner, which is not in accordance with the procedure to be adopted by the Respondent/Management for recruiting employees for the permanent post amounts to backdoor entry to the service in the Respondent/Bank. In support of his contention, the learned counsel for the Respondent/Management has cited two decisions of the Supreme Court as well as High Court of Calcutta. In a case reported as 1992 II LLJ SCC 452 Delhi Development Horticulture Employees' Union and Delhi Administration, Delhi and others, it is held by the Hon'ble Supreme Court that "Court has to take note of the pernicious consequences to which the direction for regularisation of workmen on the only ground that they have put in work for 240 or more days has been leading. It had become a common practice to ignore the Employment Exchange and the persons registered in the Employment Exchange and to employ or get employed directly those who are either not registered with the Employment Exchange or who though registered are lower in the long awaiting list in the employment register. Such employment is sought and given directly for various illegal considerations including money. The employment is given first for temporary periods with technical breaks to circumvent the relevant rules and is continued for 240 or more days with a view to give the benefit of regularisation knowing the judicial trend that

those who have completed 240 or more days are directed to be automatically regularised. A good deal of illegal employment market has developed resulting in a new source of corruption and frustration of those who are waiting at the Employment Exchange for years. The other injurious effect of indiscriminate regularisation has been that many of the agencies have stopped undertaking casual for temporary works, though they are urgent and essential for fear that if those who are employed on such works are required to be continued for 240 or more days have to be absorbed as regular employees, although the works are time bound and there is no need for the workmen beyond the completion of the works. The public interest are thus, jeopardised on both counts. It is further held in that case by the Supreme Court that "the employer directed to keep the employees on a panel and if they are registered with the Employment Exchange and are qualified to be appointed on the relevant posts give them preference in employment whenever, there occurs a vacancy in the regular post." In the present case, as it is mentioned earlier by the Respondent/Management, the requisite qualification as an upper limit of educational qualification has been exceeded by the Petitioner herein. Further, he has not shown to have registered himself in the Employment Exchange. In view of the ban imposed by the Reserve Bank of India for recruiting of sub-staff, the Respondent/Management cannot also keep the employees such as the Petitioner on a panel as it is directed by the Supreme Court in the above mentioned case.

10. In the other case cited by the learned counsel for the Respondent/Management, the High Court of Calcutta in a case reported as 1999 II LLJ 1173 between Calcutta Tramways Co. (1978) Ltd. & others and Ramesh and 17 others has observed that "an appointment to a permanent service must be made in terms of recruitment rules, for the said purpose, there must exist a vacancy. The person appointed through backdoor i.e. not in conformity with the rules could not claim permanency in service". This decision of the High Court of Calcutta is squarely applicable to the facts of this case. Under such circumstances, as it is argued by the learned counsel for the Respondent/Management the Petitioner Union who is espousing the cause of the workman Sri S. Rajarathinam cannot make a demand to the Respondent/Management to regularise the concerned workman in service and to absorb him in permanent service will amount only to an appointment through backdoor. Hence, such a demand made by the Petitioner/Indian Bank Employees Association cannot be held as justified. Hence, the concerned workman is not entitled for any relief. Thus the point is answered accordingly.

11. In the result, an Award is passed holding that the concerned workman Sri S. Rajarathinam, whose cause is espoused by the Petitioner Union, is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd July, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On Either Side None

Exhibits marked :

For the I Party/Workman Nil

For the II Party /Management

Ex Date Description  
No.

M1 30-09-78 Xerox copy of the Notification Issued by the Government of India, Ministry of Finance to All Public Sector Banks with regard to Recruitment of Sub Staff in Banks.

M2 04-03-83 Xerox copy of the circular issued by Head Office of the Indian Bank to All Branches regarding engagement of

person during leave vacancies of Sub Staff.

M3 16-08-90 Xerox copy of Letter Containing Instruction to all Public Sector Banks-Issued by Government of India, Ministry of Finance regarding recruitment and absorption of Temporary employees in Banks.

M4 06-07-92 Xerox copy of the Memorandum of Settlement Between Management of Indian Banks and Federation of Indian Bank Employees union.

M5 26-06-96 Xerox copy of the letter of Reserve Banks of India to the Chairman Indian Bank with regard to Achievements of Capital adequacy ratio.

नई दिल्ली, 26 जुलाई, 2002

का.आ. 2664.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूच में, केन्द्रीय सरकार बैंक ऑफ इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण भुवनेश्वर के पंचाट (सदस्य संख्या 100/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-07-2002 को प्राप्त हुआ था।

[सं.एल-12012/14/95-आई.आर. (बो-II)]

सा. गंगाधरण, अवर सचिव

New Delhi, the 26th July, 2002

S.O. 2664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 23-7-2002.

[No. L-12012/14/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

Shri S.K. Dhal, OSJS., (Sr. Branch),  
Presiding Officer; C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 100/2001

Date of conclusion of hearing—27th May 2002

Date of Passing Award—18th July 2002

BETWEEN

The Management of the Deputy  
General Manager, Industrial Development  
Bank of India, IPICOL House, 5th Floor,  
Janpath, Bhubaneswar. .. 1st Party-Management



## AND

Their Workmen Shri Gadadhar Gouda,  
S/o Shri Raghunath Gouda, 2RB 1/2,  
IPICOL Colony, Sahced Nagar,  
Bhubaneswar. . . 2nd Party-Workman

## APPEARANCES :

M/s. J. K. Tripathy & Associates . . . For the 1st Party-  
Management.

M/s. Subir Palit & Associations . . . For the 2nd Party-  
Workman.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. J-12012/14/95-1R(B-II), dated 30-5-1995 :

"Whether the action of the Management of Industrial Development Bank of India, Bhubaneswar, in terminating the services of Shri Gadadhar Gouda, Driver with effect from 30-4-1994 is legal and justified? If not, what relief is the said workman entitled for?"

2. The case of the 2nd Party as per his Claim Statement runs thus :

He joined as a Driver from June 1992 and was working continuously till 30-4-1994 on which date his service was terminated. According to the 2nd Party the 1st Party-Management is coming under the definition of Industry and he is a Workman as defined under Section 2(S) of the Industrial Dispute Act. The termination of his services from 30-4-1994 is illegal as no notice was served on him. His termination amounts to retrenchment though he has worked continuously for 240 days and he should have been regularized in the Post. No enquiry was conducted against him. The claim of the 2nd Party is that as he has completed 240 days of service in a period of 12 calendar months he is entitled for protection under Section 25-F of the Industrial Dispute Act. He raised a dispute reconciliation failed and the present reference has been made. The 2nd Party has prayed for his reinstatement with full back wages and consequential monetary benefits and other service benefits.

3. The 1st Party-Management has filed their Written Statement. Their case is that one Shri S. Palei was a regular Driver-cum-Peon who was working against the only sanctioned post. He was in the habit of absenting himself from duty frequently. Consequently, the office work suffered a lot. Proceeding was drawn against him. To manage the office work, the 2nd Party was engaged in absence of Shri Palei on adhoc basis. It is stated that the engagement offered to the 2nd Party with his full knowledge and understanding that, his engagement was purely on adhoc basis and he will be disengaged when the permanent Driver, Shri Palei will join. According to the 1st Party-Management the 2nd Party being a contractual service does not come within the definition of Workman under the Industrial Dispute Act. Hence, he being not a workman can not seek the redressal of the Tribunal for getting relief. They have further pleaded that, the protection as available under Section 25-F of the Industrial Dispute Act are not available to the 2nd Party because the engagement of the 2nd Party was purely on adhoc basis. They have prayed to answer the reference in favour of the 1st Party-Management.

4. On the above pleadings of the parties, the following Issues have been settled.

- 1.. Was the 2nd Party-Workman working on adhoc basis (substituted Driver) in place of a permanent driver ?
2. Is the termination of service of the 2nd Party-Workman with effect from 30-4-1994 or 7-5-1994 legal and justified?

3. If the termination is justified, if so, to what relief the 2nd Party is entitled?

5. On behalf of the 2nd Party one witness has been examined. He is the disputant himself. The 1st Party-Management has examined two witnesses in support of their case. Five documents have been exhibited on behalf of the 1st Party-Management.

## FINDINGS

## ISSUE NO. 1

6. No document has been produced on behalf of the 2nd Party, that he was appointed as a Driver under the 1st Party-Management. In his examination-in-chief the 2nd Party has deposed that he was working with the 1st Party-Management from June 1992 to July 1993. In his examination-in-chief he has stated that he was getting salary of Rs. 750 per month and the payment was being made to him under vouchers. Now where the 2nd Party has deposed that he was appointed as a Driver-cum-Peon under the 1st Party-Management. As stated earlier, no documents have also been filed on behalf of the 2nd Party that he was appointed by the 1st Party-Management. On the other hand, Ext-1 to 1/22 filed on behalf of the 1st Party-Management reveals that the services of the 2nd Party was used on contractual basis to drive the office car in absence of their regular Driver. The stand of the 1st Party-Management have not been shaken by the 2nd Party by producing any other documents to rebut the same. Ext-2 is the letter of the 1st Party-Management addressed to the Asst. Labour Commissioner (Central) in which the same stand was taken that, the engagement of the 2nd Party was on adhoc basis as the permanent Driver was absenting from the duty and a proceeding was pending against him. Ext-3 is a correspondence of the 1st Party-Management which reveals that, there was an enquiry against the permanent Driver of the 1st Party-Management. Ext 4 is an order passed by the Disciplinary Authority against the permanent Driver. The evidence of the witness of the 1st Party-Management adduced before the Tribunal is that there was only one post of Driver and Mr. Palei was the permanent Driver of the 1st Party-Management and the services of Shri Gouda was utilized as Driver on adhoc basis with intermittent breaks from June 1992 to 30-4-1994. Under this background when no appointment order has been produced on behalf of the 2nd Party that he was appointed as a Driver and the fact that he was receiving his payment through vouchers and that the permanent Driver was absenting from the duty and the proceeding was pending against him it can not be said that the 2nd Party was appointed permanently in the post of Driver. The circumstances suggest that, the services of the 2nd Party, was being utilized on adhoc basis. In that case, he can not come under the definition of the Workman. So, the answer to the 1st Issue is that the 2nd Party was working on adhoc basis in place of a permanent Driver.

## ISSUE NO. 2

7. The Witness No. 2, examined on behalf of the 1st Party-Management has deposed that, the 2nd Party has worked as a casual Driver in place of Shri Palei, the regular Driver who was facing a disciplinary proceeding and the 2nd Party was receiving his wages under the vouchers. The receipt of the wages under the vouchers has been admitted by the 2nd Party while giving evidence before the Tribunal and that would suggest that, he was not appointed as a regular candidate and his services was utilized being a casual Driver. So, when the appointment was on adhoc basis, when the regular Driver joined, the services of the 2nd Party was not necessary, so he was disengaged. Admittedly, the 2nd Party did not under go the usual test taken for regular recruits. No appointment letter was issued to him, so the question of the termination does not arise. It is submitted on behalf of the 1st Party-Management that, appointment for fixed period, is covered by Section 2(cc)(bb) so, such termination is not retrenchment and not illegal. It has been further submitted that, in view of the above position the provisions of the Section 25-F of the Industrial Dispute Act do not apply. It has been further submitted on behalf of the 1st Party-Management that, the 2nd Party being a daily wage he had no right to the post, so his disengagement can not be held as arbitrary. On the other hand it has been submitted on behalf of the 2nd Party that as he has worked for more than 240 days in a calendar year, he is entitled for regularization and his disengagement amounts to retrenchment, when no procedure

has been followed as required under the Industrial Dispute Act before retrenchment, the order of retrenchment is illegal and he is entitled for reinstatement with full back wages. After hearing of both the parties, I find much force on the submissions made on behalf of the 1st Party-Management. The engagement of the 2nd Party was on adhoc basis, no appointment order was issued to him. He was receiving his wages under vouchers. He was not selected by any recruitment rules. Even if it is accepted that he has worked for 240 days in a calendar year he would have no right for the post and his disengagement would not come under the definition of retrenchment. In that case the provisions of Section 25-F of the Industrial Dispute Act will not be applicable to him. In other words the termination of services of the 2nd Party with effect from 30-4-1994 is legal and justified.

### ISSUE NO. III

8. In view of my findings given in respect of Issue No. I and II, the 2nd Party-Workman is not entitled for any relief.

9. This case was originally posted to 26-6-2002 for passing of Award. As I was out of Headquarters and had gone to Ooty to attend the workshop organized by the ILO and Ministry of Labour, the case was adjourned to this date in my absence. Hence, there was delay in pronouncing the Award.

10. Reference is answered accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 26 जुलाई, 2002

का.आ. 2665.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार मेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 632/2001) को प्रकाशित करता है, जो केन्द्रीय सरकार को 22-07-2002 को प्राप्त हुआ था।

[सं.एल-12012/101/97-आई.आर. (बी-II)]

सा. गंगाधरण, अवर सचिव

New Delhi, the 26th July, 2002

S.O. 2665.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 632/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 22-7-2002.

[No. L-12012/101/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 15th July, 2002

PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 632/2001

(Tamil Nadu Principal Labour Court CID No. 11/97)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section

10 of the Industrial Disputes Act, 1947 (14 of 1947), between Selvi. Poongodi and the Management of Central Bank of India, Coimbatore.)

### BETWEEN

Selvi. Poongodi. .... I Party/Workman

### AND

The Regional Manager, .... II Party/Management

Central Bank of India,  
Coimbatore.

### APPEARANCE :

For the Workman : Sri K. A. Doraisamy,  
Authorised Representative

For the Management : M/s. T. S. Gopalan & Co.,  
Advocates

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/101/97-IR (B-II) dated 24-11-97.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, where it was taken on file as C.G.I.D. No. 11/97. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Principal Labour Court, the case has been taken on file as I.D. No. 632/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 15-10-2001 to prosecute this case further. On receipt of notice from this Tribunal, authorised representative for the I Party/Workman and the learned counsel for the II Party/Management were present along with their respective parties and prosecuted this case further.

"When the matter came up before me for final hearing on 10-05-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, documentary evidence let in on the side of the II Party/Management, after hearing the arguments advanced by the authorised representative for the I Party/Workman and the learned counsel for the II Party/Management and this matter having stood over till this date for considerations, this Tribunal has passed the following :—

### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the action of the Management of Central Bank of India in terminating the services of Selvi. Poongodi, Ex-Sweeper w.e.f. 16-01-1995 is justified or not? If not, to what relief Selvi. Poongodi is entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman Selvi. Poongodi (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of Central Bank of India, Kuppachiparai branch at Dharmapuri District on 10-01-93 as a sweeper. She was getting a sum of Rs. 18 per day with all allowances with a weekly holiday. She was continuously employed by the II Party/Bank Management (hereinafter refers to as Respondent) as a Sweeper for more than 60 days in a given calendar year. She was getting wages for many months. On 16-1-95 she was orally terminated from the services of the Respondent/Bank. Since her very many representations made to the bank was of no use, she sent a letter dated 24-1-95 requesting the Respondent to regularise her in the Respondent Bank service, since she was employed as a Casual

Labourer for more than 61 days in a year. The Respondent by their letter dated 18-3-95 replied that the Petitioner is not eligible for regularisation of bank service, as she had worked only for 61 days in three years. The Petitioner's subsequent representation dated 15-5-95 to the Respondent/Bank was also returned as refused. Then the Petitioner raised an industrial dispute before the Regional Labour Commissioner (Central) Chennai. As the conciliation could not be reached, the Commissioner of Labour sent a failure of conciliation report to the Government, which in turn referred the matter to this Tribunal as an industrial dispute for adjudication. The selection of the post of sweeper through Employment Exchange itself is contrary to Section 3 of the Employment Exchange (Compulsory Notification of the Vacancies) Act 1959. As per that section of the Act, the said act is not applicable to the employment to do unskilled office work for menial job like sweeper etc. Hence, the selection process by the Respondent/Bank is not having the sanction of law. The post is perennial and continuous in nature. The Petitioner had been in employment of the bank for number of years, due to coercive actions of the Respondent/Bank officers and on the fear she has signed in different names during different period of time. In view of her employment of more than 60 days in a given calendar year, the Petitioner should be regularised as a permanent employee and she cannot be held in suspended animation for no fault on her part. Hence, it is prayed that this Hon'ble Tribunal may be pleased to direct the Respondent/Bank to reinstate the Petitioner with regularisation of service and to pay full scale wages from 16-1-95 with all arrears and other benefits.

3. The averments in the Counter Statement of II Party/Management, Central Bank of India, Coimbatore (hereinafter refers to as Respondent) are briefly as follows :—

The Respondent/Bank functioning as a nationalised bank with branches throughout the country and had fixed number of posts to be operated in each of its establishments. No one is permitted to employ any person in the service of the bank outside the sanctioned strength. As far as clerical staff are concerned, the recruitment is made through Banking Service Recruitment Board. So far as sub staff and menial staff are concerned, only candidates sponsored by Employment Exchange would be considered for employment. Even though the Employment Exchange's (Compulsory Notification of Vacancies) Act, 1959 does not apply to employment to do unskilled office work, in order to avoid any nepotism, favouritism and also to make the opportunities for employment in a nationalised bank to all the eligible citizens, the condition for employment of the subordinate staff is that it should be from among the candidates sponsored by Employment Exchange. When there is a ban on recruitment no vacancy is notified to Employment Exchange. The Kuppachiparai branch of the Respondent/Bank has a sanctioned strength of two officers, two clerks, one armed guard, one peon and one part-time safai karmachari. One Sri E. Srinivasan, a candidate sponsored by Employment Exchange was working as the part-time safai karmachari of Kuppachiparai branch. On 9-10-93 the said Srinivasan was promoted as a Peon. After his promotion, the branch has been engaging only casual workman to do the work of part-time safai karmachari. The work of part-time safai karmachari is to sweep the premises, bring water and attend to scavenging. It is only a part-time work and will not involve more than an hour in a day. After the appointment of Sri Srinivasan as a peon, the Petitioner one Muniraj, and Nagamural were engaged on rotation basis to do the work of part-time safai karmachari. As many more persons were clamouring for these casual engagement, the branch had engaged other persons also as casual to do the work of part-time safai karmachari. The bank had engaged Parvathy, Chinnappa, Ellammal, Chinnaraj, Chinnathai, Periyasamy, Vadivelu, Ashokan, Perianan, Archunan and various other persons as casual workmen. As far as the Petitioner was concerned she was engaged for about 61 days during the period October, 1993 to January, 1995. By the letter dated 22-9-95 the vacancy of part-time safai karmachari in Kuppachiparai branch was notified to the Employment Exchange, Dharmapuri Dist. The District Employment Officer, by his letter dated 29-9-95 sponsored 20 candidates and out of them one M. Krishnamurthy, a handicapped person was appointed as part-time safai karmachari in Kuppachiparai branch. As early as December, 1993 the Petitioner made an application for permanent employment. By a letter dated 30-12-93 the Respondent/Bank Management informed the Petitioner that

her application could not be considered favourably, since the recruitment for the post of part time safai karmachari is made only through employment exchange. There were many other persons who had worked like the Petitioner during the period October, 1993 to January, 1995 and none of them was considered for permanent employment. The Petitioner was engaged as Casual Labour only against the vacancy of part time safai karmachari and therefore she has no right for employment. As the Petitioner was not in the service of the Respondent, the question of termination did not arise. She did not put in one year of continuous service. Her cessation of engagement was not by way of termination of employment. Consistent with the policy of engaging the casual workman on rotation basis, till the vacancy is filled up by notifying to Employment Exchange, she was also engaged and as more number of people were seeking opportunity for such engagement, she could not be considered for engagement after January, 1995. It is therefore, submitted that the Petitioner has no right to claim employment in the Respondent's bank and as such her claim is liable to be rejected. The Petitioner was engaged only from November, 1993 and not from January, 1993. The allegation in the petition that the Petitioner was employed for more than 240 days is denied. She has not been victimised or her cessation of engagement was not an unfair labour practice. As per the policy of the bank, the post of part time safai karmachari in Kuppachiparai branch has been filled up by candidates sponsored by the Employment Exchange. It is not correct to say that the employment for 60 days would give the Petitioner a right for absorption. Hence, it is prayed that this Hon'ble Tribunal may be pleased to reject the claim of the Petitioner.

4. When the matter came up for enquiry finally, no one has been examined as a witness on either side. Only 4 documents have been filed and marked as exhibits on the side of the management with the consent of the Petitioner's counsel. No document has been filed on the side of the Petitioner/Workman. Learned authorised representative for the I Party/Workman and the learned counsel for the II Party Management have advanced their respective arguments.

5. The Point for my consideration is :—

"Whether the action of the Management of Central Bank of India in terminating the services of Selvi. Poongodi, Ex-Sweeper w.e.f. 16-01-1995 is justified or not? If not, to what relief Selvi, Poongodi is entitled?"

POINT :—

This is an industrial dispute raised by the Petitioner challenging the action of the Respondent/Management Central Bank of India in terminating the services of the Petitioner as a sweeper w.e.f. 16-1-95. It is the specific averment of the I Party/Workman in her Claim Statement, that she was continuously employed by the Respondent/Bank as a sweeper for more than 60 days in a given calendar year and that she was employed in the Respondent/Bank for more than 240 days and hence, she must be confirmed in the regular post. She has not let in any oral or documentary evidence to substantiate her claim, though it was denied by the Respondent/Management in their Counter Statement.

6. It is the specific contention of the Respondent/Management in their Counter Statement that the Petitioner was engaged by the Respondent/Bank as one among any persons engaged on rotation as casuals to do the work of part time safai karmachari, when one Sri E. Srinivasan who was working as part time safai karmachari of Kuppachiparai branch was promoted as Peon and that the Petitioner was engaged for about 61 days during the period October, 1993 to January, 1995 and that none of those persons engaged as casuals to do the work of part time safai karmachari on rotation was considered for permanent employment, as they were engaged as Casual Labour only against the vacancy of part time safai karmachari. This has not been denied by the Petitioner. To substantiate the stand of the Respondent/Management, four documents have been filed and they were marked as Ex. M1 to M4 with the consent of the learned counsel for the Petitioner. For the period 19-11-92 to 8-3-96, The II Party/Management has produced Xerox copy of register maintained by the Respondent/Bank for the payments made to Casual Labourers. It is marked as Ex. M1. With reference to the details of Casual Labourers engaged in the

place of part time safai karmachari during the period 10-1-93 to 17-6-96 a xerox copy of the certified statement prepared by the II Party/Management has been filed. It is marked as Ex. M2. The Central Office of the Respondent/Bank has issued a circular dated 3-4-90 with reference to recruitment of part time safai karmachari/safai karmachari. The xerox copy of the same is Ex. M3. Ex. M4 is the xerox copy of the letter dated 29-9-95 sent by the District Employment Officer, Krishnagiri to the Zonal Manager, Central Bank of India, Coimbatore giving a list of eligible empanelled candidates for the management to call them for interview and selection. From Ex. M3 a xerox copy of the Central Office circular dated 3-10-90, it is seen that the Respondent/Bank management has issued instructions to all Zonal Office in respect of recruitment of part time/full time safai karmacharies as norms for filling up vacancies in full time safai karmachari. From this it is seen that long period to the Petitioner has been engaged by the Respondent/Bank in safai karmachari at Kuppachiparai of the Respondent/Bank safai karmachari at Kuppachiparai of the Respondent/Bank branch as a casual worker. The Respondent/Bank had fixed norms for recruiting persons for filling up those vacancies. From the available materials, it is seen that engaging casuals to do the work of part time safai karmachari on rotation basis, as it has been done in the present case by the Kuppachiparai of the Respondent/Bank was only a temporary arrangement, till a qualified person has been recruited to that post as per the norms under Ex. M3 circular. This cannot be denied by the Petitioner. As it is stated in the Counter Statement of the Respondent/Management that as the Petitioner has been engaged as casual labour only against the vacancy of part time safai karmachari, she has no right for the employment. The Petitioner herself has stated in the Claim Statement that her request earlier made to the Respondent/Management to regularise her in the Respondent/Bank's service has been denied stating that she was not eligible for regularisation in the bank service. It is asserted by the Respondent/Management in their Counter Statement also. Further, it is alleged in the Counter Statement of the Respondent/Management that as a policy of the Respondent/Bank Management, the post of part time safai karmachari is made only through Employment Exchange. Further, it is stated that there is a ban on recruitment and hence, no vacancy is notified to Employment Exchange. This has not been denied by the Petitioner. Further, from the available materials, it is seen that the Petitioner was not in the service of the Respondent/Bank management as a regularly recruited employee for the post of part time safai karmachari. She was not given any appointment order and she was engaged as a casual to do the work of part time safai karmachari along with other persons on rotation basis. Hence, there is no question of termination of the service of the Petitioner by the Respondent/Management. As stated in the Counter Statement, her cessation of engagement was not by way of termination of employment. Therefore, the Petitioner has no right to claim employment in the Respondent/Bank. The non-engagement of the Petitioner by the Respondent/Bank as part time safai karmachari cannot be considered as a victimisation or unfair labour practice by the Respondent/Management. Further, it is stated in the Counter Statement that the post of part time safai karmachari in Kuppachiparai is filled up by a candidate sponsored by Employment Exchange and there is no scope to consider the Petitioner for further employment in that post. This fact also has not been denied by the Petitioner. Under such circumstances, it can be held that the Respondent/Management of Central Bank of India has not terminated the services of the Petitioner Selvi. Poongodi as a sweeper w.e.f. 16-1-1995. The non-engagement of the Petitioner further in January, 1995 by the Respondent/Management as a part time safai karmachari in the Kuppachiparai branch of the Respondent/Bank does not amount to any termination of service or an unjustified action. Hence, the Petitioner is not entitled to any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the Petitioner Selvi. Poongodi is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 15th July, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Exhibits Marked :—

For the I Party/Workman :— Nil

For the II Party/Management :—

Ex. No.	Date	Description
M 1	19-11-93 to 08-03-96	Xerox copy of the pass book/register maintained by II Party/Management with regard to payments made to Casual Labourers during that period including the Petitioner for 61 days.
M 2	31-10-96	Xerox copy of the certified statement prepared by II Party/Management with reference to details of Casual Labourers engaged in place of PTSK during The period 10-01-93 to 17-06-96.
M 3	03-04-90	Xerox copy of the circular of central office of the Respondent/Bank with regard to recruitment of PTSKs/Safai Karmacharis.
M 4	29-09-95	Xerox copy of the letter from Employment Exchange Officer, Krishnagiri giving list of suitable Empanelled candidates.

नई दिल्ली, 26 जुलाई, 2002

का.आ. 2666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इण्डिया, के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निद्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 666/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-2002 को प्राप्त हुआ था।

[सं. एल-12012/273/98-आई.आर. (बी-I/)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 26th July, 2002

S.O. 2666.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 666/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 22-7-2002.

[No. I-12012/273/98-IR-(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 15th July, 2002

## PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 666/2001

(Tamil Nadu Principal Labour Court CGID No. 250 99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between Sri N. Dorai Nelson and the Management of Punjab National Bank, Chennai.)

## BETWEEN

Sri N. Dorai Nelson. .... I Party/Workman

## AND

The Sr. Regional Manager,  
Central Bank of India,  
Chennai.

.. II Party/Management

## APPEARANCE :

For the Workman : Mr. G. Gopi,  
Authorised Representative

For the Management : Ms. Vidya Verma,  
Authorised Representative

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/273/98-IR (B-II) dated 19-04-99.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, where it was taken on file as C.G.I.D. No. 250/99. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Principal Labour Court, the case has been taken on file as I.D. No. 666/2001 and notices were sent to the parties to the dispute on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-10-2001 to prosecute this case further. On receipt of notice from this Tribunal, both the parties appeared and prosecuted this case further.

When the matter came up before me for final hearing on 17-05-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, documentary evidence let in on either side, after perusing the written arguments filed by the authorised representative on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

## AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the action of the Management of Punjab National Bank in compulsorily retiring Sri N. Dorai Nelson by their order dated 9-7-97 is justified? If not, to what relief is he entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman Sri N. Dorai Nelson (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner is an ex-serviceman, who served in the Indian Air Force. He joined the Punjab National Bank in April, 1980. He was employed as a clerk cum cashier in Ambur

branch of the Punjab National Bank. On 28-11-96 the Petitioner was served with a charge sheet and disciplinary proceedings were initiated against him for the alleged charges of misconduct wilfully slowing down work and unauthorised absence. On 5-12-1996, the Petitioner submitted his explanation. The Personnel Manager of the Regional Office, Chennai, conducted an enquiry on 8-3-97. On 5-6-97 the Enquiry Officer gave his findings that all the charges against the Petitioner were proved. The Senior Regional Manager, the Disciplinary Authority, after hearing the Petitioner personally on 25-6-97, compulsorily retired/removed from service/discharged the Petitioner from service on 9-7-97 and that order was served on the Petitioner on 12-7-97. On 23-7-97, the Regional Manager substituted the order dated 9-7-97 as discharge from service. The Petitioner preferred an appeal on 29-7-97 to the Respondent/Management, who is the Appellate Authority. Since the Appellate Authority has not chosen to take action to hear the appeal, the Petitioner filed a Writ Petition No. 13426 of 1997 for directing the Appellate Authority to dispose of the appeal. The Hon'ble High Court ordered notice of motion on 1-9-97 and the Petitioner served the notice on 2-9-97. The Appellate Authority after having a hearing for the sake of formality confirmed the punishment by an order dated 20-9-97, which was communicated to the Petitioner on 30-9-97. The Petitioner preferred conciliation proceedings before Assistant Labour Commissioner-II (Central) Chennai. On failure of conciliation, the officer forwarded his failure report to the Secretary to Government Ministry of Labour, New Delhi. The Central Government referred this industrial dispute to this Tribunal for adjudication. The Petitioner was discharged illegally and unlawfully against all tenants of natural justice and against weight of evidence based on bias, prejudice and other extraneous considerations. It is alleged as first charge on 13-05-1996 at about 2.45 p.m. the Petitioner created commotion in the office by quarrelling with a customer of the bank and that the Petitioner exhibited disorderly behaviour in the premises of the bank and disrupted the bank's normal function. One Mr. Surendra Kumar who was not the customer of the bank behaved in a rude manner and on the advice of the bank staff and the Assistant Manager, the Petitioner preferred a police complaint which was signed also by the Assistant Manager. On 19-5-96 Sri Surendra Kumar expressed regret for his disorderly behaviour and gave a statement in writing. Hence, this charge was absolutely baseless and unwarranted. The second charge is that the Petitioner had left the work allotted incomplete by wilfully slowing down in performance is completely baseless and concocted. Not a single memo or complaint was ever issued to him. The third charge is that the Petitioner remained unauthorisedly absent without intimation continuously for a period of exceeding 30 days. During the period 2-1-96 to 1-3-96 and from 17-9-96 the Petitioner took medical leave after duly submitting medical certificate and the Petitioner also gave telegram on 24-9-96 and 28-9-96 about his illness. The above said leave was sanctioned by the management. The Petitioner had never absented from duty without intimation to the bank. Taking leave on medical grounds cannot be termed as unauthorised absence and hence this charge is baseless and wilful. The fourth charge was a repetition of the third charge. The period given 20 9-96 till date was not correct. The medical leave the Petitioner had taken was on loss of pay. The total days mentioned as 845 days of absence on loss of pay was not correct. The Petitioner was suffered from skin disorder 'scoriasis' which is non-contagious but requires constant medical attention. The Petitioner's condition become worst during winter when he required medical treatment and was not able to attend to work. Therefore, the absence from work was not dereliction of duty but due to poor health. The Petitioner took leave only after informing the bank officials under the advice of the Medical Officer. The Respondent had not consider the Petitioner's explanation to the charge sheet at all. The Respondent had not communicated his order within the time stipulated. The Respondent failed to see that the enquiry conducted by the Enquiry Officer was on shame and nominal. No oral or documentary evidence was adduced to prove each and every charge. The Respondent erred by just repeating the report of the Enquiry Officer who was a biased and perverse bank official, who in turn relied on every word of the Presenting Officer without any proof or evidence. The Respondent ought to have seen that the Enquiry Officer went beyond the charge sheet and illegally expanded the scope of the enquiry. The Enquiry Officer did not consider Exhibit D<sup>2</sup> produced by the Petitioner. The punishment imposed is excessive, unwarranted and illegal. The Respondent did not

consider that the Petitioner worked for 17 years without blemish and no memo was ever issued to the Petitioner by the management. Therefore, it is prayed that this Hon'ble Court may be pleased to pass an Award directing the Respondent/Management to reinstate the Petitioner in service with back wages, continuity of service salary and allowances.

3. The averments in the Counter Statement filed by the II. Party/Management, Punjab National Bank, Chennai (hereinafter refers to as Respondent) are briefly as follows :—

The service conditions of bank employees/workmen are governed by Sastry Award, Desai Award and 1st, 2nd, 3rd, 4th, 5th and 6th Bipartite Settlements. Chapter 19 of Bipartite Settlement deals with disciplinary action and procedure thereof. In terms of the Chapter the bank has been conferred with a right to take disciplinary action against the erring employees and in terms of this prerogative action was taken against Sri N. Dorai Nelson, in consonance with the provisions of this Chapter and principles of natural justice. As such, the action of the bank in having imposed the punishment of discharged with superannuation benefits as would be otherwise at that stage and without disqualification from future employment on Sri N. Dorai Nelson is justified and cannot be questioned before this forum. Sri N. Dorai Nelson joined the bank on 11-4-80 as clerk cum cashier and was posted at Mayawaram. Subsequently at his request, he was transferred to Sankari West. He was posted at Madras again at his request in July, 1981. Right from the time of his appointment, there were complaints from the Managers of the branches, wherever the Petitioner worked about his attendance. The Manager, Sankari West branch by his letter dated 26-2-81 had recommended the transfer of the employee from his branch reiterating the manner and behaviour of the employee was becoming worse day by day and in the interest of the institution and the welfare of the branch, the employee should be transferred and the branch could manage without a substitute. On his joining at Washermenpet, Madras branch, again there was complaint against him. By a letter dated 1-12-81, the Manager had complained to the Regional Office that the work of Sri N. Dorai Nelson was unsatisfactory, he was not punctual and was frequently absent from duty and had also exhausted all his leave and that no amount of advice yielded any result. It was further stated that the employee was in the habit of picking up quarrel with the subordinate staff and his presence was spoiling the working atmosphere and also resulted in bad service to the customers. They had recommended for his immediate transfer from the branch so that the customer service did not deteriorate. The Regional Office by its letter dated 10-12-81 had advised the Manager to initiate disciplinary action against the employee. Accordingly a memo dated 14-12-81 was served on him calling for his explanation for the frequent unauthorised absence, to which the employee submitted a letter dated 22-12-81, stating that he had taken leave due to certain family problems, regretted the inconvenience and assured not to repeat such mistakes in future. The Branch Manager by his letter dated 20-1-82 informed the Regional Office that the employee continued to be irregular in attendance and recommended that the employee may be warned. The Branch Manager, by his letter dated 29-03-1982 once again took up the matter with the Regional Office stating that despite repeated instructions, the concerned employee continued to be recalcitrant and irregular and there was no improvement in his behaviour and sought for instructions in the matter. The employee at his request was posted to Ambur in September, 1987. Again at the branch of Ambur there was no improvement in the behaviour of the employee and he was issued two memos on 26-7-88 by the Manager for his availment of leave, without submission of leave application/medical certificate and for being in the habit of leaving the branch early without permission. In fact, his confidential report as on 13-9-98 attendance—mostly not punctual and under General Remarks—an undesirable element, responsible for spoiling others in the office, indulges in loose talks always, no sincerity/conviction in his job, never does his normal work and instigate others in reducing output and Over all Assessment—below average. The Regional Office had called for the explanation of the employee for the above assessment / review of his performance. Another memo was given to the employee by a letter dated 11-2-89 by the Manager for unauthorised, frequent absence and the matter was also referred to the Regional Office. As per the Branch Manager's letter dated 31-10-90, the employee had availed 369 days of leave without pay. He was served with a charge sheet dated 10-2-92 for his unauthorised absence. The punishment of stoppage of increment for a period of six months was proposed by notice

dated 24-2-92 and 28-2-92, the employee requested for leniency, as the punishment would cause financial hardship and after according a personal hearing on 11-4-92 and on his assurance that he will be regular and punctual in future by his letter dated 20-04-92, the punishment was reduced to warning. The employee, even after that was absence on various dates and it was once again proposed to take disciplinary action against the employee, which was later kept in abeyance by the Regional Office, Chennai by letter dated 30-04-93, in view of the mitigating circumstances and on the recommendations of the Manager as the employee stated that he was suffering from a skin ailment. It was observed by the Regional Office that the application of the employee for medical certificates and on being instructed, the medical certificates for a period of one year from December, 1992 to December, 1993 was submitted together vide single certificate dated 9-12-93 by the employee. The bank decided to constitute a medical board to decide whether the employee was fit to continue in service and after being examined a certificate dated 18-1-94 was given by the Joint Director of Health Services, Vellore stating that the employee was suffering from Psoriasis Vulgaris, not contagious and certified that the employee was fit for duty. The Branch Manager, Ambur requested the Regional Office to transfer the employee as he continued to be irregular in his attendance, output was far below average and the branch had lost deposits/customers due to the behaviour of the employee and there was no improvement despite being counselled. Thereafter, the employee was served with a charge sheet dated 28-11-96 in respect of which the punishment of discharge was imposed, against which the present dispute has been raised. The charges levelled against the Petitioner tantamount to gross misconduct under para 19.5(c)(g) and (p) and para 19.7(a) of Bipartite Settlement. The Petitioner submitted his reply to the charge sheet by his letter dated 5-12-96 denying all the charges. As the reply to the charge sheet was not satisfactory, a departmental enquiry was ordered on 30-12-96. An enquiry was held on 8-3-97 and concluded on the same day and the time was given to the Presenting Officer and the charge sheeted employee/defence representative upto 25-3-97 for submitting the written brief, if any. The Enquiry Officer conducted the enquiry proceedings in accordance with the provisions of the Bipartite Settlement during which all reasonable opportunity was accorded to the charge sheeted employee to defend himself and to present his case. The Presenting Officer submitted his written brief dated 10-4-97 and the Petitioner/defence also submitted their written belief. The Enquiry Officer in his report found all the charges levelled against the charge sheeted employee proved. On receipt of the enquiry report and on careful consideration, the Disciplinary Authority had concurred with the findings of the Enquiry Officer and had held that the Petitioner guilty of all the charges levelled against him by his letter dated 28-11-96. The Disciplinary Authority issued show cause notice dated 18-6-97 and had proposed punishment of be compulsorily retired/removed from service/discharged with superannuation benefits as would be due otherwise at that stage with disqualification for future employment under para 19.6(b) of the Bipartite Settlement. The Petitioner was advised to show cause against the proposed punishment if he so desired and also to appear for a personal hearing before the Disciplinary Authority on 25-6-97 in connection with the proposed punishment. A copy of the Enquiry Officer's finding/report was also forwarded to the employee along with show cause notice. Sri N. Dorai Nelson appeared for a personal hearing before the Disciplinary Authority along with his defence representative and orally requested for a lenient and sympathetic view on the ground of his poor health. The Disciplinary Authority confirmed the proposed punishment by his order dated 9-7-97. By an order dated 23-7-97 the said punishment was substituted with 'discharge with superannuation benefits as would be due otherwise at that stage and without disqualification for future employment' under para 19.6(b) of the Bipartite Settlement. The Petitioner preferred an appeal dated 25-7-97 to the Appellate Authority, the Zonal Manager, Chennai against the punishment imposed upon him by the Disciplinary Authority. He was given a personal hearing before the Appellate Authority on 18-9-97. On going through the records of the case, the appeal preferred by the appellant, and submissions made in the personal hearing, the Appellate Authority observed that no additional points have been brought out by the appellant which would necessitate considering his appeal favourably and had observed that Sri N. Dorai Nelson was lacking in basic requirements of a bank employee i.e. discipline and courteous behaviour. The Appellate Authority by an order dated 20-9-97 had



confirmed the punishment of discharge with superannuation benefits as would be due otherwise at that stage and without disqualification for future employment'. The bank was constrained to take suitable disciplinary action against the Petitioner as the employee was habitually irregular in his attendance right from his joining the bank and at the time of issuance of charge sheet the employee had availed more than 845 days of leave without pay. There were also several complaints from the Manager of the branches, where the Petitioner had worked about his behaviour, unauthorised and irregular absence. In the enquiry held on 8-3-97, the Petitioner was represented by Sri L. Sankaravadevelu, the General Secretary of the Punjab National Bank Staff Union as his defence representative. The Enquiry Officer submitted his report dated 5-6-97 in which he has given his findings in respect of each charge, duly supported by the reasons for arriving at the findings and after due application of mind. All the charges were found proved in the enquiry. After considering the entire evidence on record, the Disciplinary Authority had agreed with the findings of the Enquiry Officer and having regard to the gravity of the misconduct proved against the Petitioner, the Disciplinary Authority issued show cause notice dated 18-6-97 and proposed punishments. The Disciplinary Authority has observed that the maximum loss of pay of 365 days which can be availed by the employee in his entire service, the charge sheeted employee had remained absent frequently/unauthorisedly for more than 900 days in his 17 years of service, which showed that the employee was intentionally and deliberately indulging in gross misconduct. A copy of the Enquiry Officer's report was also sent to the Petitioner along with show cause notice. The Petitioner along with his defence representative appeared for a personal hearing before the Disciplinary Authority for personal hearing on 25-6-97 and requested for a lenient and sympathetic view on the ground of ill health. The Disciplinary Authority while confirming the proposed punishment on the Petitioner by his order dated 9-7-97 had observed that the charges proved against the employee were serious in nature, calling for a deterrent punishment. By an order dated 23-7-97, the punishment was substituted with 'discharge with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment' as per clause 19.6(b) of Bipartite Settlement. The appeal preferred by the Petitioner was dismissed by the Appellate Authority after according a personal hearing to the Petitioner and on going through the records of the case. The Appellate Authority observed that the Petitioner was found to be lacking in the basic qualities required in a bank employee i.e. discipline and courteous behaviour. The Petitioner without awaiting for the orders of the Appellate Authority hastily filed a Writ Petition No. 13426/97 before the High Court seeking orders directing the bank to consider/dispose of the appeal. The said Writ Petition itself was an abuse of the process of law and was premature as the appeal was taken on file on 29-7-97 and the Writ Petition was filed in August, 1997. The Writ Petition was dismissed by an order dated 29-8-98, as the counsel for the Petitioner had represented that the same had become infructuous. The Petitioner was afforded all reasonable opportunity to defend himself. The bank had taken action against the Petitioner in accordance with law after issuing a charge sheet, holding enquiry and giving full opportunity to the Petitioner to defend himself. The Petitioner has made no complaints about the conduct of enquiry. The Petitioner admitted during the departmental enquiry that he was not in the branch on the dates mentioned in the charge sheet and that no salary was paid to him for those periods. He admitted that except for one or two occasions, he had informed about his absence over phone. He also stated that in future he would submit leave applications before proceeding on leave. The Petitioner has not been able to substantiate his claim that he had submitted leave application and medical certificate and his leave was sanctioned by the management. Departmental enquiry was conducted in accordance with the principles of natural justice and in case, the Petitioner had any objection about the conduct of the enquiry, he should have pointed out the same during the enquiry itself. Further the Petitioner during the enquiry had more or less accepted the charges. The punishment imposed is very much commensurate with the gravity of the misconduct proved against the Petitioner and the bank had given ample opportunity to the Petitioner to improve himself, which he failed to do so. So, if for any reason, the departmental enquiry conducted by the management is set aside, the management seeks the opportunity of adducing evidence before this Court of justify for its action. The Petitioner is not entitled to any relief. 2448 GI/2002—36.

Therefore, it is proved that the Hon'ble Court may be pleased to dismiss the claim of the Petitioner as devoid of merits.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. Documents filed on either side have been marked as Ex. W1 to W12 and M1 to M28 respectively. Authorised representative on either side have filed their respective written arguments.

5. The Point for my consideration is—

"Whether the action of the Management of Punjab National Bank in compulsory retiring Sri N. Dorai Nelson by their order dated 9-7-1997 is justified? If not, to what relief is he entitled?"

Point :—

This is an industrial dispute raised by the Petitioner Workman Sri N. Dorai Nelson challenging the action of the Respondent Management, Punjab National Bank in compulsorily retiring from the services of the Respondent Bank by an order dated 9-7-1997 stating that it is an unjustified Act. It is admitted that the Petitioner an ex-serviceman joined the Punjab National Bank in April, 1980 and he was employed as clerk/cashier in the Respondent Bank Branch at Mayavaram. After working in many branches of the Respondent Bank, when the Petitioner was working as a clerk/cashier in the Ambur Branch of the Respondent Bank, he was issued with charge sheet dated 28-11-1996. The xerox copy of the same is Ex. W1/M18. In the said charge sheet, four charges have been mentioned as the misconduct committed by the Petitioner amounting to gross misconduct under para 19.5(c), (g), (p) and under para 19.7 (a) of Bipartite Settlement. It is alleged that on 13-5-1996 at about 2.45 P.M. the Petitioner the charge sheeted employee created commotion in the office by quarrelling with the customer of the Branch and thereby he exhibited disorderly behaviour on the premises of the Bank and created nuisance and disrupted Bank's normal functioning. As the 2nd charge, it is mentioned that the Petitioner is in the habit of leaving the work allocated to him incomplete by wilfully slowing down in the performance of his work on several occasions and the Branch was constrained to deploy other staff to attend to the work left by him incomplete. As the third charge, it is mentioned that the Petitioner remained unauthorisedly absent without intimation continuously for a period exceeding 30 days on two occasions during the year i.e. 9-1-1996 to 4-3-1996 56 days and 17-4-1996 to the date of the charge sheet. As charge number four in the charge sheet, it is mentioned that the Petitioner has been frequently absenting from duty without intimation and he also has no leave at his credit and that his absence had been unauthorised during the period in the year from 1-1-1996 to 5-1-1996, 9-1-1996 to 4-3-1996 and 26-9-1996 till the date of the charge sheet as on loss of pay for the total number of 845 days. As required under the charge memo Ex. W1/M18, the Petitioner has submitted his reply dated 5-12-1996. The xerox copy of the same is Ex. W2. Having not satisfied with the reply given by the Petitioner to the charge memo, the Disciplinary Authority initiated departmental enquiry against the Petitioner. For which notice dated 30-12-1996 was given to the Petitioner. The xerox copy of the same is Ex. W3. Then a domestic enquiry was conducted, wherein the Petitioner as a charge sheeted employee appeared along with his defence representative one Sri Sankaravadevelu, the General Secretary of Punjab National Bank Staff Union, Chennai Region. The xerox copy of that enquiry proceedings is Ex. W4/M19. On the basis of the enquiry, the Enquiry Officer has submitted his report with his finding that the charges 1 to 4 mentioned in the charge sheet dated 28-11-96 against the Petitioner have been proved. The xerox copy of that Enquiry Officer's report is Ex. W6/M21. In pursuance of the findings given by the Enquiry Officer in his report. The Disciplinary Authority has issued a show cause notice dated 18-6-1997 proposing the punishment to be imposed for the proved charges against the Petitioner. The xerox copy of that order is Ex. W7/M20. The Petitioner was furnished a copy of the Enquiry Officer's report along with the orders of the Disciplinary Authority under Ex. W7/M20. After affording a personal hearing to the Petitioner on 25-6-1997 and after hearing the representation made by the Petitioner the Disciplinary Authority passed an order dated 9-7-1997 confirming the proposed punishment mentioned in the show cause notice dated 18-6-1997. The xerox copy of that order dated 9-7-1997 of the Disciplinary Authority is Ex. W8/M22. Then subsequently, the Disci-

iplinary Authority has issued an order dated 23-7-1997 stating as a substituted order for his final order dated 9-7-1997. The xerox copy of the same is Ex. W9/M23. In that order, he has modified the punishment to the Petitioner as discharge with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment under para 19.6 (b) of the Bipartite Settlement. Against that order of the Disciplinary Authority, the Petitioner has preferred an appeal to the Appellate Authority. The xerox copy of his appeal is Ex. W10. The Petitioner was informed to appear before the Appellate Authority for a personal hearing on 18-9-1997. Accordingly, the Petitioner attended the personal hearing and made his representation to the Appellate Authority. After considering the various points raised by the Petitioner in his appeal along with the records and the findings of the Enquiry Officer in his report, the Appellate Authority has passed an order confirming the punishment imposed by the Disciplinary Authority. The xerox copy of the order passed by the Appellate Authority dated 20-9-1997 is Ex. W11/M24.

6. It is the contention of the authorised representative for the Petitioner in his written argument that though it is alleged in the first charge in the charge memo that the incident took place on 13-5-1996, the Bank has not called for any explanation from the employee either on that day or on any other day after the incident for more than six months, but had issued a charge memo in respect of the same only on 28-11-1996 with an idea to send the employee out of service. This belated action on the part of the bank betrays its mala fide intention. It is further contended that the Petitioner had not quarrelled with the customer of the bank and the person who entered the bank on 13-5-1996 was not a customer of the bank and though this fact is known to the bank, when issuing the charge sheet after six months, for accusing this petitioner in this way only to make allegation look more serious and that the dates mentioned in the charge sheet, while mentioning the leave period, as well as the total number of days of loss of pay are wrong. It is further contended by the authorised representative for the Petitioner that no orderly course of procedure was adopted in the enquiry proceedings, no witness in respect of the incident mentioned in the first charge has been examined by the Respondent/Management as an eye witness and no document relevant to the charges was presented and the authors of the documents were not examined and the entire proceedings were mere recital of the charges by the Presenting Officer and denials by the charge sheeted employee. Hence, the entire proceedings are vitiated. It is further contended that the Presenting Officer submitted a letter written by the Petitioner to the Secretary, Ambur Town Traders' Association and it was taken as an evidence for the management. A letter written by Mr. Surendra Kumar to the Petitioner Apologizing for his conduct inside the bank premises on 13-5-1996 submitted by the Petitioner was taken as defence evidence. The Enquiry Officer has relied upon the letter produced by the management to arrive at his findings in respect of charge number 1, whereas, he has not considered the letter produced by the Petitioner for arriving at his findings and he has also not given any reason as to why he had not considered the evidence Ex. D2 produced by the Petitioner and this shows that the Enquiry Officer was not fair and that none of the findings of the Enquiry Officer was based on any witness or any documents but based on the Presenting Officer's recital of the charges during the enquiry and thus, the Enquiry Officer's findings are perverse. It is further contended that the Presenting Officer did not lead any evidence to prove that the charge sheeted employee created commotion, quarrelled with customer, exhibited disorderly behaviour in the bank premises, created nuisance and disrupted bank's normal functioning. The exhibits submitted by the Presenting Officer does not reveal that the charged employee had created commotion in the bank premises. Further, on the side of the management, a letter dated 18-5-1996 sent by the Petitioner to withdraw the police complaint at the request of all concerned was marked as Ex. M3. The Presenting Officer could not examine any witness as evidence for the incident dated 13-5-1996 for the simple reason that no incident as alleged in the charge sheet has taken place. Thus, the first charge has not been proved by the Presenting Officer before the Enquiry Officer. The Presenting Officer, who is also the Manager of the Respondent/Bank branch at Ambur who was a party for amicable settlement of financial dispute between the employee and his landlord obtained letters from both of them in settlement of the dispute, which were of personal

in nature are not relevant to the charge against the Petitioner produced the same in the enquiry and marked them as Ex. M2 and M3. The Enquiry Officer without relying exhibit D2 relied entirely on Ex. M2 and M3 which are totally irrelevant to the charges levelled against the Petitioner. For all these reasons, the findings of the Enquiry Officer that the first charge has been proved against the Petitioner, charge sheeted employee, is perverse and not a fact finding. The authorised representative for the Respondent in her written arguments has stated that the departmental enquiry has been conducted in accordance with the provisions of Bipartite Settlement and no provisions of the same has been violated. In the Claim Statement the Petitioner has stated that the enquiry conducted by the Enquiry Officer was shame and no oral and documentary evidence was adduced to prove each and every charge. As it is contended by the Respondent, a perusal of the records inclusive of the enquiry proceedings and the Enquiry Officer's report clearly show that the said contention of the Petitioner is wrong and without any basis. When the Petitioner as charge sheeted employee appeared for the enquiry along with his nominated defence representative, General Secretary of Punjab National Bank Staff Union, Chennai Region, Enquiry Officer has read out the charge sheet dated 28-11-1996 and enquired whether the Petitioner understood the charges and if so, whether he admits them. For that, the charge sheeted employee along with his defence representative said that they understood the charges, but refused to admit them. This has been recorded by the Enquiry Officer in his proceedings under Ex. W4/M19. A perusal of the enquiry proceedings shows that the Presenting Officer presented the case by mentioning the charges one after another and has marked exhibits M1 to M3. Then the charge sheeted employee has stated about as to what happened with regard to the incident mentioned as the first charge and it is his admission that subsequent to this incident, the savings account in the name of brother, wife and mother of Sri Surendra Kumar has been closed and the charge sheeted employee did not want any other document/witness to be produced before the Enquiry Officer in respect of his charge. Like that for each and every charge after the Presenting Officer has presented the case of the management, the charge sheeted employee has given his explanation and the same was recorded by the Enquiry Officer and for the rest of the charges also, the charge sheeted employee has informed the Enquiry Officer that he did not want to produce any document/witness in respect of those charges. All these things have been reduced into writing by Enquiry Officer and every page of the entire proceedings have been signed by the Presenting Officer, the charge sheeted employee his defence representative and the Enquiry Officer. From all these things, it is evidently seen that the Petitioner as charge sheeted employee has given full and sufficient opportunity in the domestic enquiry conducted by the Enquiry Officer and he has taken part in the enquiry along with his defence representative to put forth his defence effectively for the charges levelled against him. Hence, it cannot be said that it is a shame enquiry conducted by the Enquiry Officer. It is also incorrect to state that no documentary evidence has been let in, in the enquiry. On the other hand, both the sides have let in documentary evidence. It is contended on the side of the Respondent that the copies of the documents placed before the Enquiry Officer were made available to the charge sheeted employee and his defence representative. It is apparent from the proceedings of the enquiry that the charge sheeted employee and his defence representative were given all reasonable opportunities to defend themselves by producing documents/witnesses before the Enquiry Officer and an opportunity was given to the charge sheeted employee, the Petitioner herein to file his written submission before the Enquiry Officer and the same has been availed by the Petitioner and his defence representative and they have also made their written submissions to the Enquiry Officer. From this, it is seen that the enquiry has been conducted against the Petitioner, the charge sheeted employee in accordance with the provisions of Bipartite Settlement. The Petitioner has not pointed out any violation of provisions of Bipartite Settlement or principles of natural justice in conducting the departmental enquiry.

7. It is contended on the side of the Respondent/Management that the incident refers to in the first charge has been proved with sufficient documentary evidence. It is seen from the available evidence that the Petitioner as charge sheeted employee has left the bank branch at 3.00 P.M. to the police station to lodge a complaint in respect of the incident taken place in the bank premises on 13-5-1996. If really, one



such incident has not taken place, there was no necessity for the Petitioner to prefer a police complaint and later sent a letter to the police stating that he is withdrawing the complaint. Ex. M28 is the xerox copy of the letter dated 18-5-96 sent by the Petitioner to the Sub Inspector of Police, Ambur. It has been marked as Ex. M3. In the domestic enquiry, in that letter, the Petitioner has stated that he is withdrawing the complaint dated 13-5-1996 given against Sri Surendra Kumar and hence he requests to drop further action against him as he has compromised the matter with Surendra Kumar. Ex. M27 is the xerox copy of the letter dated 18-5-1996 sent by the Petitioner to the Secretary of Town Traders Association, it has been marked as Ex. M2 in the domestic enquiry. In that letter he has stated that at about 2.20 P.M. on 13-5-1996 there was a commotion between himself and Surendra Kumar when the latter went and reported something against him to the Assistant Manager in the bank and he is very much regretted for the same and tender his apology to Surendra Kumar for the same. Further, the Petitioner himself has filed a xerox copy of the documents dt. 18-5-1996 sent by Surendra Kumar to the Petitioner with four persons signed as witnesses for the same in respect of this incident dated 13-5-1996. It is marked as Ex. W5. In that letter it is stated that on 13-5-1996 at about 2.45 P.M. he went to the Ambur branch of the Respondent/Bank where the Petitioner is working for getting for a moment that it is a working hours of the bank and a public place, he threatened the Petitioner in the presence of all the employees and the Petitioner also has retorted the same and because of this normal functioning of the bank has been disrupted and hence he tendered an apology and requested the Petitioner to withdraw the complaint he preferred to the police. If really, one such incident has not taken place, as mentioned in the first charge of the charge memo dated 28-11-1996, there is no necessity for the said Surendra Kumar to give one such letter of apology under Ex. W5 to the Petitioner. Ex. M27 and M28 have strengthen the case of Respondent/Management as a proof in respect of the incident mentioned in Charge No. 1 in the charge memo under Ex. W1/M18. So, from the available evidence which has been dealt with by the Enquiry Officer in his enquiry report, from the recording the Enquiry Officer made in his report on the basis of the available evidence in this regard clearly show that the findings of the Enquiry Officer that the charge No. 1 levelled against the Petitioner, the charge sheeted employee has been proved. So, it cannot be said that the Enquiry Officer without any evidence has given a perverse finding for the said charge.

8. So far as the 2nd charge against the Petitioner, the charge sheeted employee is that he was in the habit of leaving the work allotted to him incomplete and used to slow down the work wilfully. It is seen from the materials available in respect of this charge, as it is recorded in enquiry proceedings Ex. W4/M19, the Petitioner as charge sheeted employee has not denied it in the enquiry. But he gives an explanation that there used to be a lot of mistakes in the long book or transfer journal which had to be corrected by him and that whenever, he went on leave as no other employee was deployed in his place, the work has got accumulated. From this admission, it is seen that the Petitioner was in arrears without completing the work allotted to him. The Presenting Officer had submitted before the Enquiry Officer that since certain work allotted to the charge sheeted employee, the Petitioner herein was not completed in time, the other clerk had to be deputed to complete the work. This has not been denied by the Petitioner in the enquiry. So, the Enquiry Officer has given a finding that this charge also has been proved. So, it cannot be said that it is a perverse finding of the Enquiry Officer.

9. The 3rd charge against the Petitioner, the charge sheeted employee is that he remained unauthorisedly absent without intimation continuously for a period exceeding 30 days from 9-1-1996 to 4-3-1996 and from 17-4-1996 till the date of charge sheet i.e. 28-11-1996. It is seen from enquiry proceedings that a correction has been made to the date 17-4-96 as 26-9-96 by the management before the Enquiry Officer. In the enquiry, it is the admission of the charge sheeted employee as it is seen from the enquiry proceedings that he was not present in the bank branch on the dates mentioned in the charge sheet and that no salary was paid to him. He has given a reason for his absence stating that he was suffering from Psoriasis, a skin disease. It is in record that the bank has referred the charge sheeted employee, the Petitioner herein to the medical board and the medical board on an examination, had confirmed the charged sheeted employee was suffering from Psoriasis which is non-contagious and he was fit for duty. From this, it is seen that the

Petitioner was not suffering from any major ailment by continuing to bed and could not go to the bank branch to apply for leave for his ailment and get it sanctioned. He could have submitted his leave application with a supporting medical certificate for his illness to the Respondent/Management as a reason for his absence for duty. It is the admission of the charge sheeted employee, the Petitioner herein before the Enquiry Officer that except for on or two occasions, he had informed about his absence over phone. From this, it is seen that he has not cared to submit a leave application seeking medical leave on the ground of his illness. This shows that he remained unauthorisedly absent without submitting any leave application with the medical certificate immediately. But he has chosen to submit the same subsequently. The contention of the charge sheeted employee that he had informed the bank branch about his inability to attend work due to his illness orally through phone has not been substantiated with any acceptable legal evidence. He has not even disclosed as to when and to whom he has informed through phone for availing medical leave. Admittedly he has not got the leave with prior sanction by submitting written leave applications. He could not substantiate his claim of having sent the telegrams as claimed by him. On the other hand, he had submitted that in future, he would submit leave applications before proceeding one leave. This clearly establish that he had not submitted leave applications for the earlier periods. For his unauthorised absence for 56 days from 9-1-1996 to 4-3-1996, he has submitted his leave application with medical certificate Ex. M26 only on 5-3-1996, when he reported for duty. He has stated that he was suffering from chest pain and hyper tension on 9-1-1996 and on 18-1-1996 his mother was very sick. This is quite contrary to his submissions before the Enquiry Officer as well as his reply to the charge sheet. In the medical certificate given by the Doctor which was enclosed along with his leave application presented by the Petitioner on 5-3-1996 under Ex. M26, the Doctor has not stated that he has treated the Petitioner for his hyper tension but he has stated in the medical certificate that the Petitioner was advised bed rest for nearly 3 months i.e. from 9-1-1996 to 4-3-1996 and this certificate has been issued by him on 4-3-1996. In that certificate, the Doctor has not stated as to when he had seen the Petitioner and examined for his ailment. To prove this medical certificate, Petitioner has not chosen to examine the Doctor as defence witness before the Enquiry Officer. He has submitted this Ex. M26 leave application with medical certificate only when he reported back for duty on 5-3-1996. In that leave letter also, he was not mentioned that he has already informed the bank branch about his illness, for which he was unable to attend the work. Ex. M15 is the xerox copy of the medical certificate dated 9-12-1993 submitted by the Petitioner for his absence for duty for various spells during the year 1993 from January to December. A consolidated medical certificate has been obtained from one Doctor Yuvaraj on 9-12-1993 stating that the Petitioner was treated by the Doctor for the different spells of the period mentioned therein from January to December and he considers that the periods mentioned as absence from duty was necessary. From this, it is seen that the Petitioner was in the habit of submitting medical certificate for the period of his absence from duty only when he reports back for duty. It is also seen from the records that the Petitioner has admitted that he has availed more number of days as leave on loss of pay than the entitled maximum leave on loss of pay/extraordinary leave as per clause 13.34 of Bipartite Settlement. Ex. M25 is the xerox copy of the leave rules under Chapter 13 of the Bipartite Settlement. As per this leave rules, 'Extraordinary Leave may be granted to one employee, when no ordinary leave is due to him and that except in exceptional circumstances, the duration of extraordinary leave shall not exceed three months on any one occasion and 12 months during the entire period of an employee's service and that no pay and allowances are admissible during the period of extraordinary leave and the period spent on such leave shall not count for increments'. In the case of the Petitioner he had availed nearly 845 days of leave on loss of pay. This he has availed after he has exhausted all his other leave at his credit like casual leave, sick leave and privilege leave. From all these materials available here in this case, that the Enquiry Officer has given his findings in his report on the basis of the materials placed before him. Therefore, it cannot be said that the Enquiry Officer's findings and perverse and without any basis. The Disciplinary Authority after considering the records, enquiry proceedings and the report of the Enquiry Officer had agreed with the findings of the Enquiry Officer and he had held that the Petitioner guilty of the charges levelled against

him. So he issued a Ex. M20 a show cause notice dated 18-6-1997 to the Petitioner mentioning the proposed punishment for the proved charges. As per provisions of Bipartite Settlement under para 19.6(b) it is seen from records that for the personal hearing the Petitioner appeared before the Disciplinary Authority with his defence representative and had made submissions with a plea for leniency and had assured that similar lapses will not occur in future. Though the Disciplinary Authority has confirmed the proposed punishment by his order dated 9-7-1997 under Ex. M22, he passed a subsequent order dated 23-7-1997 under Ex. M23 and clarified that he imposed the punishment of discharge with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment. The Appellate Authority also before deciding the appeal preferred by the Petitioner had accorded a personal hearing to the Petitioner and after considering the entire material on record has passed an order dated 20-9-1997 under Ex. M24 observing that the Petitioner was found to be lacking in the basic qualities required in a bank employee i.e. discipline and courteous behaviour.

10. Documents have been filed on the side of the management in respect of past service of the Petitioner, to disprove the contention of the Petitioner that he had worked for 17 years without blemish and no memo was ever issued to him. Ex. M4, M5, M8, M10, M12 and M13 clearly show about the Petitioner's unauthorised and irregular absence and his unsatisfactory work. Apart from this there are documents to show that the Managers of the branches where the Petitioner had worked has complained about his irregular attendance and behaviour, as it is evidenced from Ex. M1, M2, M6, M7, M11 and M17. Under Ex. M9, confidential report of the Petitioner, it is stated that the Petitioner was rated as 'below average' by the Manager of Ambur branch of the Respondent Bank and he has mentioned under general remarks in the confidential report that the Petitioner is an undesirable element in the bank, mostly responsible for spoiling others in the office, always interested in loose talks, regular late comer and early goer and has no sincerity and conviction in his job, never does even normal work and instigates others in reducing output. This report available in the confidential report Ex. M9 of the Petitioner does not speak high of him in his discharge of duty as a bank employee. Considering all these aspects, the Disciplinary Authority has thought it fit to impose a revised punishment of 'discharging the Petitioner with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment'. Under such circumstances, it cannot be said that the punishment imposed by the Disciplinary Authority can be considered as disproportionate to the gravity of the proved misconduct of the Petitioner. It is seen from records that entire domestic enquiry has been conducted in accordance with principles of natural justice following due procedure as per the Bipartite Settlements. It is seen from the records that the Petitioner had not made any objection during the enquiry about the conduct of the enquiry. So under such circumstances, it can be easily concluded that the action of the management Punjab National Bank in compulsorily retiring Sri N. Dorai Nelson by their order dated 9-7-1997 is justified and hence, the deceased Petitioner is not entitled for any relief. Thus, the point is answered accordingly.

11. In the result, an Award is passed holding that the deceased Petitioner Sri N. Dorai Nelson is not entitled for any relief. Consequently, legal representatives, wife, son and daughter also are not entitled to get any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 15th July, 2002).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Exhibits Marked :-

For the I Party/Workman :

Ex. No. Date Description

W 1 28-11-96 Xerox copy of the charge sheet served on the Petitioner

W 2	05-12-96	Xerox copy of the reply of the Petitioner to the Charge Sheet
W 3	30-12-96	Xerox copy of the notice of enquiry issued by Disciplinary Authority
W 4	08-03-97	Xerox copy of the enquiry proceedings
W 5	18-05-96	Xerox copy of the letter of Sri Surendra Kumar
W 6	05-06-97	Xerox copy of the Enquiry Officer's findings
W 7	18-06-97	Xerox copy of the order cum show cause notice of Disciplinary Authority
W 8	09-07-97	Xerox copy of the final order of Disciplinary Authority
W 9	23-07-97	Xerox copy of the letter of Disciplinary Authority Substituting the final order
W 10	25-07-97	Xerox copy of the appeal preferred by the Petitioner
W 11	20-09-97	Xerox copy of the order of Appellate Authority
W 12	18-01-94	Xerox copy of the fitness certificate issued by the Medical board.

For the II Party/Management :

Ex. No.	Date	Description
M 1	26-02-81	Xerox copy of the letter of BO Sankari West Complaining about the Petitioner's behaviour
M 2	01-12-81	Xerox copy of the letter of BO Washermenpet Complaining about the unsatisfactory work of Petitioner
M 3	10-12-81	Xerox copy of the letter of Regional Office advising To initiate disciplinary action against Petitioner
M 4	14-12-81	Xerox copy of the memo to Petitioner for his Unauthorised absence
M 5	23-12-81	Xerox copy of the explanation given by the Petitioner
M 6	20-01-82	Xerox copy of the letter of Manager about irregular Attendance of the Petitioner
M 7	29-03-82	Xerox copy of the letter of Manager about irregular Attendance of the Petitioner

M 8	26-07-88	Xerox copy of the memos issued to Petitioner for his Unauthorised absence.	M 22	09-07-97	Xerox copy of the order of Disciplinary Authority.
M 9	13-09-88	Xerox copy of the confidential report of the Petitioner.	M 23	23-07-97	Xerox copy of the order of Disciplinary Authority.
M 10	28-11-88	Xerox copy of the letter of regional office calling for Explanation of the Petitioner.	M 24	20-09-97	Xerox copy of the order of Appellate Authority.
M 11	31-10-90	Xerox copy of the letter of Manager regarding loss of Pay availed by the Petitioner.	M 25	Nil	Xerox copy of the leave rules on loss of pay.
M 12	10-02-92	Xerox copy of the charge sheet served on Petitioner.	M 26	05-03-96	Xerox copy of the leave application/medical Certificate.
M 13	20-04-92	Xerox copy of the warning letter issued to Petitioner.	M 27	18-05-96	Xerox copy of the letter of the Petitioner to Ambur Two Trader's Association.
M 14	30-04-93	Xerox copy of the letter of Regional Office to the Manager. Ambur branch.	M 28	18-05-96	Xerox copy of the letter of Petitioner to Sub Inspector of Police, Ambur withdrawing his Police complaint.
M 15	09-12-93	Xerox copy of the medical certificates for one year submitted by the Petitioner in one lot.	<p>नई दिल्ली, 5 अगस्त, 2002</p> <p>का.आ. 2667.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि भारत सरकार टकसाल, कोलकाता, मुम्बई, नोएडा, चेन्नैपल्ली (रंगारेड्डी) एवं हैदराबाद में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निदिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।</p> <p>अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (इ) के उप-खंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।</p>		
M 16	18-01-94	Xerox copy of the fitness certificate from Vellore Medical Board.			
M 17	20-09-96	Xerox copy of the complaint of Manager about Work and attendance of the Petitioner.			
M 18	28-11-96	Xerox copy of the charge sheet served on Petitioner.			
M 19	08-03-97	Xerox copy of the enquiry proceedings.			
M 20	18-06-97	Xerox copy of the show cause notice proposed punishment.	<p>[फा.सं.एस-11017/02/2002-आई.आर. (पी.एल.)] एच.सी. गुप्ता, उप सचिव</p>		
M 21	05-06-97	Xerox copy of the Enquiry Officer's report.			

New Delhi, the 5th August, 2002

New Delhi, the 9th August, 2002

S.O. 2667.—Whereas the Central Government is satisfied that the public interest requires that the services in India Government Mints, Kolkata, Mumbai, Noida, Cherlapally (Ranga Reddy) and Hyderabad which are covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/2/2002-IR(PL.)]

H. C. GUPTA, Dy. Secy.

नई दिल्ली, 9 अगस्त, 2002

का.आ. 2668.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2002 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्न-लिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

“जिला तिरुवनन्तपुरम के नैयटिकरा तालुक में चैतकल तथा शिरयनकीयू तालुक में अपूर और पुलिमाटु के अधीन आने वाले क्षेत्र” ।

[संख्या : एस-38013/18/02-एस.एस.-I]

के.सी. जैन, निदेशक

S.O. 2668.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 2002 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala, namely :—

“Areas comprising the Revenue Villages of Chenkal in Neyyattinkara Taluk and Pulimatu and Azhoor in Chirayinkeezhu Taluk of Trivandrum District.”

[No. S-38013/18/2002-SS.I]

K. C. JAIN, Director

नई दिल्ली, 9 अगस्त, 2002

का.आ. 2669.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2002 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्न-लिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

“जिला कोजिकोड के कोयलाडि तालुक में इरिगल राजस्व ग्राम तथा जिला तथा तालुक कन्नूर में मूडेरी राजस्व ग्राम के अधीन आने वाले क्षेत्र” ।

[संख्या एस-38013/19/02-एस.एस.-I]

के.सी. जैन, निदेशक

New Delhi, the 9th August, 2002

S.O. 2669.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st September, 2002 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (i) of Section 76 and

Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala, namely :—

“Areas comprising the Revenue Villages of Iringal in Quilandy Taluk of Kozhikode District and Munderi in Kannur Taluk in Kannur District.”

[No. S-38013/19/2002-SS.I]

K. C. JAIN, Director

